

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

CONSTRUCTURE TECHNOLOGIES LLC

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Regulations and Schedule of Charges
Business and Enterprise Customers Only
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

CONSTRUCTURE TECHNOLOGIES LLC
425 Broad Hollow Road, Suite 408
Melville, NY 11747

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC Telephone PA P.U.C. Nos. 180A, 182, 182A, 185B and 185C.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to 52 PA Code, 66 PA C.S. and the Telecommunications Act of 1934, (as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 425 Broad Hollow Road, Suite 408, Melville, NY 11747, and on the Internet at: <http://www.constructuretech.com/>.

Issued: November 24, 2014

Effective: November 25, 2014

Issued By:

Michael Calabria, President
CONSTRUCTURE TECHNOLOGIES LLC
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631-396-7777

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CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

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* Indicates sheet included in this filing

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LIST OF MODIFICATIONS

(Intentionally left blank in initial filing)

Tariff Page	Tariff Numbering	Existing Rule/Regulation	Modification Being Made

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C – Change

D – Decreased rate

I – Increased rate

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EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

APPLICANT

The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Constructure for Services provided as set forth in this Tariff.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CENTRAL OFFICE

A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

EXPLANATION OF TERMS (Cont'd)

COMMISSION

Pennsylvania Public Utility Commission

COMPANY

Constructure Technologies LLC unless otherwise clearly indicated from the context.

CUSTOMER

A person, association, partnership, corporation or government agency provided with telephone service by Constructure Technologies.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

EXPLANATION OF TERMS (Cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

EXPLANATION OF TERMS (Cont'd)

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

POTS

Plain Old Telephone Service (POTS) is the voice-grade telephone service that is based on analog signal transmission.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 1 - APPLICATION OF TARIFF**1.1 Application of Tariff**

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange Services offered by Constructure to Customers in the State of Pennsylvania, subject to availability.
- B.** Constructure has been granted authority to provide Local Exchange Service in the areas served by Verizon Pennsylvania, LLC.
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Constructure and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Constructure. This Tariff does not cover any information service or other unregulated service offered by Constructure. Constructure will offer any information or other unregulated service in accordance with Constructure's current price list or contract, whichever applies to the particular Customer.
- D.** Constructure may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Constructure at variance with the terms hereof, or any failure, refusal or neglect of Constructure to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Constructure to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

- A. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- B. 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), and for any loss, damage, or destruction of any property, whether owned by the Customer 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.
- C. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

- D. The Company is not liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (4) Any noncompletion of calls due to network busy conditions.
- E. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

E. (Cont'd)

- 2) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

- F. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- H. 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.3 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.5 Blocking of Service**

The Company's facilities cannot be used to originate calls to other telephone companies' or Information Providers' caller-paid information services.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.2.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.2.2 Deposits

Constructure does not require deposits.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICE RENDERED****2.3.1 Payment of Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff;
- B. The Customer is responsible for the payment of charges for visits by Constructure's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Constructure. Constructure has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Constructure.
- E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non- Constructure Operating Company LLC affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Constructure or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Constructure or its affiliates.

2.3.2 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$30.00.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the Commonwealth of Pennsylvania.

2.3.4 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

- 2.3.5 Billing disputes should be addressed to Company's customer service organization via telephone at 631-396-7777. Customer service representatives are available from 8:00 a.m. to 5:00 p.m. Eastern Time. Messages may be left for Customer Services from 5:01 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3.6 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Pennsylvania Public Utility Commission for its investigation and decision.

The address and telephone number of the Commission are:
Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, Pennsylvania 17120
Telephone: 800.692.7380

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations for installation service, the rules of the Commission shall prevail.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

2.6 SUSPENSION OR TERMINATION OF SERVICE

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 7:30 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for services which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- E. Nonpayment of back-billed amounts as outlined in 2.9.12.

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- 1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- 2) if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
- 3) in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- 4) in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- 1) The use of facilities or service of the Company without payment of tariff charges;
- 2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3) The use of profane or obscene language;
- 4) The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- 5) The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- 6) Permitting fraudulent use.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.6.4 Termination For Cause Other Than Nonpayment (Cont'd)****C. Abandonment or Unauthorized Use of Facilities**

- 1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
- 2) In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS****2.7.1 Application of Rates****A. Business rates as described in this Tariff apply to service furnished:**

- 1) In office buildings, stores, factories and all other places of a business nature;
- 2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- 3) At any location when the listing or public advertising indicates a business or a profession;
- 4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
- 5) At any location where the customer resells or shares exchange service;

B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.**2.7.2 Telephone Number Changes**

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.8 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.7.3 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.8.1 Credit for Interruptions

- A. 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 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, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - 1) if interruption continues for less than 24 hours:
 - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - 2) if interruption continues for more than 24 hours:
 - a. if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b. for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.8.1 Credit for Interruptions (Cont'd)****D. Credit to Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.8.2 Limitations on Credit Allowances**

Except as outlined in Section 2.8.1, no credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.

2.9 AUTOMATIC NUMBER IDENTIFICATION**2.9.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.9.1 Regulations (Cont'd)

- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.9.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 3 - CONNECTION CHARGES**3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges:

- A. Service Order;
- B. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- A. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- B. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 3 - CONNECTION CHARGES (Cont'd)

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company. See page 74 for rates.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

3.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies. See page 74 for rates.

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT

3.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 3 - CONNECTION CHARGES (Cont'd)**3.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)****3.5.1 Terms and Conditions (Cont'd)**

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed. See page 74 for rates.

Noncomplex wire, jacks and materials include:

2 to 6 pair inside wire
Faceplates
RJ11C, RJ14C, RJ11W and RJ14W type station jacks
Staples, screws, nail, tape, connectors, etc.

3.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

3.5.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 4 – RESERVED FOR FUTURE USE

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES

5.1 Custom Calling Services

5.1.1 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.1 Description of Features (Cont'd)

E. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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

5.1.2 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 11.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rates in Section 11 of this tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

5.2.2 Description of Features

A. Caller ID/Block Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -- including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

B. Automatic Callback

The Automatic Callback feature allows a customer to automatically Callback the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then Callbacks the call for the customer.

The Automatic Callback feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Callback feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically called back and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Called back:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

D. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

E. Selective Call Acceptance, Forwarding, Rejection

Selective Calling affords the customer the ability to specify which of several phones on a line is to receive a message.

5.2.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 11.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 11 of this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 CENTREX SERVICE

5.3.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.3.2 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Transfer - All Calls

Call Transfer allows a station user to transfer an established call to another station.

C. Directed Call Pickup

This feature answers calls directed to a specific line from any other telephone line in the user group.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 CENTREX SERVICE (Cont'd)

5.3.2 Description of Features

E. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The pattern is based on whether the call is from within the station group, external to the station group, forwarded from the attendant position, or from a station within the Call Waiting feature.

F. Distinctive Ringing / Call Waiting Tone (Centrex only)

This feature applies a distinctive ringing or call waiting tone that enables a user to determine the source of an incoming call. The pattern is based on whether the call is from within the station group, external to the station group, forwarded or extended from the attendant position, or from a station within the Call Waiting feature.

G. Speed Calling (Centrex only)

This feature allows a user to dial selected numbers using one and two digits. Up to eight telephone numbers may be selected.

H. Terminal Group and Station Restriction (Centrex only)

This feature defines a station's network access capability, either individually within a Centrex group, or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e. intragroup only, toll restriction, etc.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 CENTREX SERVICE (Cont'd)

5.3.2 Description of Features (Cont'd)

I. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

J. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 CENTREX SERVICE (Cont'd)

5.3.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 11.

B. Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 11 of this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.4 DIRECTORY ASSISTANCE SERVICE

5.4.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.4.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 8 of this Tariff, up to a maximum of 50 requests per month.

5.4.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Section 11 of this tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person-to-Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. See Rate Schedule in Section 11.

5.6 STAND ALONE VOICE MAIL SERVICE

5.6.1 Description

Stand Alone Voice Mail Service is offered to a customer when a physical Service Line is not necessary. Such access, including applicable local usage, is the responsibility of the Voice Mail Service customer. Voice mail that is offered in conjunction with line-based service is offered pursuant to the terms specified in the applicable section of this tariff pertaining to the associated line-based service.

5.6.2 Recurring and Nonrecurring Charges - See Rate Schedule in Section 11 of this tariff.

5.7 BLOCKING SERVICE

5.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 BLOCKING SERVICE (Cont'd)

5.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

5.7.3 Rates and Charges

See Rate Schedule in Section 11 of this tariff.

Connection charges apply as specified in Section 3 of this tariff.

5.8 CUSTOMIZED NUMBER SERVICE

5.8.1 General

- A. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
 - 1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - 2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
 - 3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - 4) The limitation of liability provisions of this tariff in Section 2.1.2 are applicable to Customized Number Service.

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.8 CUSTOMIZED NUMBER SERVICE (Cont'd)

5.8.2 Conditions

A. Charges for Customized Number Service apply when a customer:

- 1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
- 2) Requests a number change from the customer's present number to a Customized Number.

B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

See Rate Schedule in Section 11 of this tariff.

5.9 CUSTOMER REQUESTED SERVICE SUSPENSIONS

5.9.1 General

At the request of the customer the Company will suspend incoming and outgoing service on the customer's phone line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

5.9.2 Rates and Charges

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month (no reduction)	Regular Monthly Rate
- Each Additional Month (up to the one-year limit).	½ Regular Monthly Rate

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.10 REMOTE CALL FORWARDING SERVICE

Service Area: Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

5.10.1 General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange.

5.10.2 Regulations

- A. Remote Call Forwarding service is offered in Electronic offices where facilities permit.
- B. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- C. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- D. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.
- E. Transmission may not be satisfactory on all calls.
- F. Remote Call Forwarding is not represented as suitable for the transmission of data.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.10 REMOTE CALL FORWARDING SERVICE (Cont'd)

5.10.2 Regulations (Cont'd)

- G. [Reserved]
- H. Remote Call Forwarding is provided on condition that the customer subscribe to sufficient RCF paths and terminating facilities to adequately handle calls to the RCF customer without interfering with or impairing any other services offered by the Company.
- I. The minimum charge for the RCF Service is the monthly rate for one month plus the Service Connection Charge.
- J. Charges for the call to the Remote Call Forwarding directory number shall be paid by the calling party.
- K. Each RCF group is entitled to one alphabetical and one classified listing at no additional charge in the directory which serves the associated RCF central office. Overflow paths associated with foreign exchange trunk groups are not listed. All other listing regulations for business individual lines apply, except that no charge applies for non-published service in connection with RCF.

5.10.3 Rates

In addition to the rates specified in Section 11 of this tariff, the subscriber to Remote Call Forwarding is responsible for dial type (DDD) station-to-station local charges applicable to calls transferred from the forwarding location to the terminating location. The charge applies for each call answered, including person-to-person and collect calls which are refused at the terminating location. For calls transferred within the same local calling area, the message rate schedule for business service in the RCF central office applies. In exchanges where only flat rate service is furnished, the charge for each local call transferred is a Rate Band 1 (A) charge. No allowance for local calls is included in the RCF monthly rate.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES

6.1 GENERAL

SERVICE DESCRIPTIONS

The following Business Service Options are offered:

- Basic Business POTS Service
- Primary Rate Interface
- Centrex Service

Basic Business POTS Service, PRI, and Centrex service are offered with measured rate local service.

All Business POTS Services may be connected to customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following features as described in Section 5 are available with Business Line Service for an additional charge:

- Three Way Conference, Consultation
- Call Forwarding (Variable, Busy Line, Don't Answer)
- Call Hold
- Call Park
- Call Pick-up
- Call Transfer
- Call Waiting (Terminating and Originating)
- Cancel Call Waiting
- Speed Calling One Digit
- Speed Calling Two Digit
- Distinctive Ringing

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)

6.2 DETAILS OF SERVICES

6.2.1 Basic Business POTS Service

A. General

Basic Business POTS Service provides a customer with one or more analog voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, along with cents per minute charges. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines. The following Advanced Features are available at an additional charge: Voice Messaging and 6-Way Conference line.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

B. Measured Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3) Usage Charges

See Rate Schedule in Section 11

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Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)

6.2 DETAILS OF SERVICES (Cont'd)

6.2.1 Basic Business POTS Service (Cont'd)

C. Optional Features

Also available to our Basic Business POTS Service customers are optional features for an additional charge.

OPTIONAL FEATURES

Three-Way Conference, Consultation, Transfer
Call Forwarding Variable
Call Forwarding Busy Line
Call Forwarding No Answer
Call Waiting
Call Waiting ID
Call Waiting ID w Name
Additional Listing
Non Listed

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)

6.2 DETAILS OF SERVICES (Cont'd)

6.2.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configurations with 23 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image, and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.5 Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels. PRI supports 1+, 0+, 7 digit and 10 digit IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Subscribers to direct InterLATA voice, data and video over the Public Switched Telephone Network to the pre-subscribed IXC carrier of their choice, as well as 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Subscribers are able to link up 20 DS-1s together, providing a maximum of 479 64Kbps B Channels controlled by a single D (signaling) channel.

DIDs are available in blocks of ten (10).

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)

6.2 DETAILS OF SERVICES (Cont'd)

6.2.3 Centrex Service

A. Description

Centrex Service is a multi-station system offered to the business customer with 4 or more lines or trunks. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Local measured usage charges apply to all other local calls.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)

6.2 DETAILS OF SERVICES (Cont'd)

6.2.3 Centrex Service (Cont'd)

D. Features

Also available to our Centrex customers are optional features for an additional charge.

OPTIONAL FEATURES

Three-Way Conference, Consultation, Transfer
Call Forwarding Variable
Call Forwarding Busy Line
Call Forwarding No Answer
Permanent Hold
Call Hold
Call Waiting
Call Waiting ID
Call Waiting ID w Name
Distinctive Ring
Additional Listing
Non Listed
Non Published
Speed Dial 8
Speed Dial 30
Ultra Call Forward
Voice Mail
Caller ID w/ Name
Remote Call Forwarding

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)**6.2 DETAILS OF SERVICES (Cont'd)****6.2.3 Centrex Service (Cont'd)****E. Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 6 - BUSINESS TELEPHONE SERVICES (Cont'd)**6.2 DETAILS OF SERVICES (Cont'd)****6.2.4 Term Liability/Termination Charges**

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

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Section 7 - SPECIAL SERVICES AND PROGRAMS

7.1 RESERVED FOR FUTURE USE

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Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 RESERVED FOR FUTURE USE

7.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

7.3.1 General

The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.

7.3.2 Certification

A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the Commonwealth of Pennsylvania.

7.3.3 Locating Equipment

The Company will make every reasonable effort to locate and obtain equipment for a certified customer.

7.3.4 Purchase Price

The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

7.3.5 Purchase Terms

The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

7.4.1 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

7.4.2 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 MSAG Order.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

7.4.2 Regulations (Cont'd)

- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read / write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.4 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

7.4.2 Regulations (Cont'd)

- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

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Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.5 TELECOMMUNICATIONS RELAY SERVICE

7.5.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

7.5.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on July 1, 2009.

Per residence access line, per month	\$0.08
Per business access line, per month	\$0.08

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
Section 7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.5 TELECOMMUNICATIONS RELAY SERVICE (Cont'd)

7.5.2 Surcharge

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

7.5.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 8 - SPECIAL ARRANGEMENTS

8.1 SPECIAL CONSTRUCTION

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

8.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor, and supervision;
 - 3) transportation; and
 - 4) rights of way and/or any required easements.
- 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 cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

8.1.3 Termination Liability

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

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Section 8 - SPECIAL ARRANGEMENTS (Cont'd)

8.1 SPECIAL CONSTRUCTION (Cont'd)

8.1.3 Termination Liability (Cont'd)

- A. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2) license preparation, processing, and related fees;
 - 3) tariff preparation, processing and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.

- B. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3 B. preceding, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3 B. preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 8 - SPECIAL ARRANGEMENTS (Cont'd)

8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

8.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- A. LATA
- B. Service description
- C. Rates and charges
- D. Quantity of circuits
- E. Length of agreement

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 9 - DIRECTORY

9.1 ALPHABETICAL DIRECTORY

9.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term "listing" refers to the information in light face type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
 - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
 - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

9.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
 - 1) Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
 - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 9.1.1.A above.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 10 – SERVICE AREAS

The Company provides service throughout the state of Pennsylvania within the boundaries and territories of the current Local Exchange Carriers, for the designated Exchanges (with Local Calling Areas) and Zones noted below.

Verizon Pennsylvania LLC

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Coopersburg (Commonwealth Tel.), Easton, Emmaus (Verizon North), Hellertown, Ironton (Ironton Tel. Co.), Kutztown, Nazareth, New Smithville (Verizon North), New Tripoli (Verizon North), Northampton, Riegelsville, Slatington, Springtown, Topton (Conestoga Tel. & Tel. Co.)
Harrisburg Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel.), Marysville (CenturyLink), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Reading	Adamstown (Denver & Ephrata Tel. and Tel. Co.), Bernville (Verizon North), Birdsboro (The Conestoga Tel. and Tel. Co.), Fleetwood, Green Hills (The Conestoga Tel. and Tel. Co.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (The Conestoga Tel. and Tel. Co.), Oley (The Conestoga Tel. and Tel. Co.), Reading, Robesonia (Verizon North), Topton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.)
Scranton	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.), Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC (Cont'd)

Wilkes-Barre Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming

Verizon Pennsylvania LLC – Pittsburg Exchange Areas

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Bradock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh

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SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC – Pittsburgh Exchange Areas (cont'd)

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
Bethel Park (Pitt Sub12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt Sub 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt Sub 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt Sub 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt Sub 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt Sub 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt Sub 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream) Hermine, Jeannette
McKeesport (Pitt Sub 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt Sub 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
Oakmont (Pitt Sub 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum

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SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC – Pittsburg Exchange Areas (cont'd)

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Penn Hills (Pitt Sub 21)	Braddock, Export, Monroeville, Oakmont, Penn Hills
Perrysville (Pitt Sub 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt Sub 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt Sub 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

Verizon Pennsylvania LLC – Philadelphia Exchange Areas

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Philadelphia Zone 1 (Central Office Districts: Baldwin, Poplar, Regent Locust, Market, Dewey, Pennypacker)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2 (Central Office Districts: City-West, Overbrook, Eastwick, Saratoga, University City)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Zone Sub 14, Phila. Zone Sub 17, Phila. Zone Sub 21, Phila. Zone Sub 23, Phila. Zone Sub 24
Philadelphia Zone 3 (Central Office Districts: Oak Lane, Chestnut Hill, Manayunk, Germantown, Davenport [Logan])	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Zone Sub 23, Phila. Zone Sub 31, Phila. Zone Sub 32 Phila. Zone Sub 34
Philadelphia Zone 4 (Central Office Districts: Fox Chase, Toredale, Bustleton, Frankford, Mayfair)	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Zone Sub 34, Phila. Zone Sub 37, Phila. Zone Sub 40, Phila. Zone Sub 41

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC – Philadelphia Suburban Exchange Areas

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon-DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon-DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon-DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newton Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newton Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newton Square, Havertown- Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newton Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newton Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3

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SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC – Philadelphia Suburban Exchange Areas (cont'd)

Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phi. Suburban Zone 25)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newton Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove

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SECTION 10 – SERVICE AREAS (Cont'd)

Verizon Pennsylvania LLC – Philadelphia Suburban Exchange Areas (cont'd)

Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 41)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45) Feasterville-	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES

11.1 CURRENT RATES

Service Order Charge:

First	\$95.00
Additional	\$95.00

Premises Visit Charge:

First	\$135.00
Add'l.	\$135.00

RESTORAL CHARGE

First	\$150.00
Additional	\$150.00

MOVES, ADDS AND CHANGES

Business Charge per order:	<u>Move</u>	<u>Add</u>	<u>Change</u>
First	\$75.00	\$75.00	\$75.00
Additional	\$75.00	\$75.00	\$75.00

RECORD ORDER CHARGE

First	\$75.00
Additional	\$75.00

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES(Cont'd)

11.1 CURRENT RATES (Cont'd)

CHARGES ASSOCIATED WITH PREMISES VISIT

Trouble Isolation Charge

Per Premises Visit, Business: (per 15 min. increment)	\$95.00
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Inside Wire Maintenance and Installation

Per Premises Visit, Business: (per 15 min. increment)	\$95.00
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES (Cont'd)

11.1 CURRENT RATES (Cont'd)

SUPPLEMENTAL SERVICES

CUSTOM CALLING SERVICE

Connection Charges (Nonrecurring Charges) \$95.00

CLASS SERVICES

Connection Charges (Nonrecurring Charges)	\$95.00
Centrex Service Connection Charge	\$95.00

DIRECTORY ASSISTANCE SERVICE

The directory assistance charge applies after the call allowance of two calls per line.

Local, per request	\$0.75
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LOCAL OPERATOR SERVICE

Customer Dialed Calling Card	\$3.00
Operator Station-to-Station	\$3.00
Person-to-Person	\$3.00
3rd Number Billed	\$3.00
Collect Calls	\$3.00
All other Operator Service	\$3.00

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES (Cont'd)

11.1 CURRENT RATES (Cont'd)

Basic Business POTS Service

Local Calling \$0.028 cents per minute

Monthly Recurring Charges for POTS Service

\$34.95 per Line

Custom Calling Features:

Recurring
Monthly

Standard Features - Per Line:

Three-Way Conference, Consultation, Transfer	\$5.75
Call Forwarding Variable	\$6.82
Call Forwarding Busy Line	\$2.65
Call Forwarding No Answer	\$2.65
Call Waiting Terminating	\$6.57
Call Waiting Originating	\$6.57

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES (Cont'd)

11.1 CURRENT RATES (Cont'd)

BUSINESS TELEPHONE SERVICES (Cont'd)

Centrex Service

Centrex Monthly Recurring Charge by Zone

\$34.95 per Line

Custom Calling Features:

Monthly Recurring

Three Way Calling	\$5.75
Call Forward Variable	\$6.82
Call Forward Busy	\$2.65
Call Forward No Answer	\$2.65
Call Waiting	\$6.57
Call Waiting ID	\$0.00
Call Waiting ID w Name	\$0.00

Distinctive Ring

Additional Listing \$6.00

Non-Listed \$5.62

Non-Published \$5.62

Speed Dial 8 \$5.25

Speed Dial 30 \$6.82

Ultra Call Forward \$7.35

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 11 - RATES & CHARGES (Cont'd)

11.1 CURRENT RATES (Cont'd)

BUSINESS TELEPHONE SERVICES (Cont'd)

Primary Rate Interface

Monthly Recurring Charge	\$425 .00
Local Calling	\$0.03 cents per minute
PRI Installation	\$250.00
DID Numbers - block of 10 numbers	\$25.00

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 12 – TOLL PRESUBSCRIPTION

12.1 Toll Presubscription

- A. Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 12 – TOLL PRESUBSCRIPTION

12.1 Toll Presubscription (Cont'd)

C. Presubscription Charge Application

1. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 12 – TOLL PRESUBSCRIPTION

12.1 Toll Presubscription (Cont'd)

4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

NOTE to Applicant: The following text should only be used if applicable:

If an unauthorized change in intraLATA and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed IXC is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the IXC will be assessed the applicable charges for returning the end user to the preferred IXC as herein and in the Telephone Company's corresponding F.C.C. Tariff.

D. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
 - A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 12 – TOLL PRESUBSCRIPTION

12.1 Toll Presubscription (Cont'd)

- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.

- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

2. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

E. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Section 12 – TOLL PRESUBSCRIPTION

12.1 Toll Presubscription (Cont'd)

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.