

COMPETITIVE ACCESS PROVIDER

TTM OPERATING CORPORATION, INC.

**COMPETITIVE ACCESS
PROVIDER TARIFF**

Regulation and Schedule of Charges

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: October 17, 2008

By: Kurt C. Maas, Vice President
146 N. Canal Street, Suite 210
Seattle, WA 98103

Effective: October 20, 2008

COMPETITIVE ACCESS PROVIDER

CHECK SHEET

Pages 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Page.

<u>Page</u>	<u>No. of Revision</u>		<u>Page</u>	<u>No. of Revision</u>	
Title Page	Original				
Check Sheet	Original				
1	Original				
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24	Original				

* indicates changes made with this supplement

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COMPETITIVE ACCESS PROVIDER

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LIST OF MODIFICATIONS

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TARIFF INFORMATION

Page Numbers

Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

Revision Numbers

Revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page version on file. For example, a Fourth revised page cancels a Third revised page.

Numbering Sequence

There are five levels of alpha-numeric coding. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

- 2.
- 2.A.
- 2.A.1).
- 2.A.1).a).
- 2.A.1).a).(i).

References To Other Rate Schedules

Whenever reference is made to other rate schedules, the reference is to the rate schedules in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

Explanation of Symbols:

The following Symbols are applicable to all sections of this Tariff schedule:

- (C) - Change in listing Regulation or Condition which may affect a Rate or Charge.
- (D) - Decrease in Rate
- (I) - Increase in Rate or Charge.

Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of TTM OPERATING CORPORATION, INC. and are as specified in the Master Table of Contents and/or the appropriate Service of this tariff.

COMPETITIVE ACCESS PROVIDER

DEFINITIONS AND ABBREVIATIONS

Access Service Request (ASR): An order made by Customer to Company to initiate service.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Channel or Circuit: A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by Customer.

Company: TTM Operating Corporation, Inc.

Customer: The person, firm, corporation, or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Demarcation Point: Each point at which voice and data transmissions pass between Customer's network to the Company's telecommunications network.

DS-1: Digital Signal Level 1 service; a 1.544 Mbps signal.

DS-3: Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Facilities: Towers, base stations, and other facilities owned or leased by the Company where the Company's telecommunications equipment is located to provide services.

FCC: Federal Communications Commission.

Holidays: The Company observes the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ICB: Individual Case Based; for negotiated written agreements between Parties.

Interruption: A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

COMPETITIVE ACCESS PROVIDER

DEFINITIONS AND ABBREVIATION (Con't)

Intrastate: For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Mbps: Megabits per second.

Nonrecurring Charges: Nonrecurring charges are one-time charges.

OC-3: A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Parties: The Company and/or the Customer to a written agreement between them.

Premises: A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Service: Means any or all Service(s) provided pursuant to this Tariff.

Tariff: The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the PUC.

Transmission Speed: Data transmission speed or rate, in bits per second (bps).

COMPETITIVE ACCESS PROVIDER

1. GENERAL

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the Commonwealth of Pennsylvania by TTM OPERATING CORPORATION, INC. (hereinafter referred to as the "Company") subject to the jurisdiction of the Pennsylvania Public Utility Commission ("Commission");
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.

2. UNDERTAKING OF THE COMPANY

The Company undertakes to provide the services offered in this Tariff and Price List on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities owned and/or leased by the Company in the locations to be served. Except as otherwise provided in a written agreement between Company and customer, customer shall be solely responsible to establish necessary connections between the customers' facilities and the Company's facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service. In furnishing services, Company does not undertake to transmit messages, but furnishes its facilities to its customers for communications.

3. WRITTEN AGREEMENTS

Unless otherwise specifically prescribed by the Pennsylvania Public Utility Commission, the terms and conditions of a written agreement between the Company and customer shall be deemed to control in the event of any inconsistency between such agreement and this General Tariff and Price List, provided that such a written agreement shall be deemed modified to the extent that the Commission may prescribe. Any such written agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania.

COMPETITIVE ACCESS PROVIDER

4. LIABILITY OF THE COMPANY

- A. The liability of the Company to any person, including but not limited to the customer, any persons using the service provided by the Company or any persons to whom customer is providing service by resale of the Company's service or otherwise for damages arising out of mistakes, omissions, interruptions, delays errors or defects in transmission occurring in the course of furnishing service or other facilities, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs.
- B. No other liability shall in any case attach to the Company.
- C. The above described remedies in favor of the customer are exclusive and in no event shall the Company, its contractors and agents be liable or responsible to the customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by the Company, including but not limited to 1) any death, 2) bodily injury, 3) an interruption of service, 4) loss of business or profits or any indirect, special, or consequential damages.
- D. Limitations on Liability

The Company shall not be liable for any claims for loss or damages involving:

- 1) breach in the privacy or security of communications transmitted over Company Facilities;
- 2) any representations made by Company employees, contractors or agents that do not comport, or that are inconsistent, with the provisions of this tariff;
- 3) any non-completion of calls due to network busy conditions; any calls not actually attempted to be completed during any period that service is not available;
- 4) any actions by authorized governmental agencies or other parties authorized by law to perform wiretaps and surveillance activities;

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E. Limitations on Liability (con't)

5) injury to property or injury or death to persons, including claims for payments under Worker's Compensation laws or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the customer, or construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected or to be connected to Company facilities;

6) any intentional, wrongful act of any Company employee(s), contractor(s) or agent(s) when such act is not within the scope of their responsibilities for the Company and/or is not authorized by the Company;

7) any representations made by Company employees, contractors, or agents, that do not comport, or that are inconsistent with the provisions of this tariff.

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- F. The Company shall be indemnified and saved harmless by the customer against the following:
- 1) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities.
 - 2) Any defacement or damage to the customer's facilities or premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company, or its employees.
 - 3) Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
 - 4) Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- G. 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, 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.
- H. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OWNERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS, FOR ANY DEFECT, FAILURE OMISSION OR INTERRUPTION IN SERVICE OR FACILITIES PROVIDED OR INTENDED TO BE PROVIDED BY THE COMPANY HEREUNDER.

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5. CUSTOMER OWNED FACILITIES

- A. Upon request of the customer for a trouble visit, a charge may be made if trouble is found to be in customer provided facilities.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided facilities. Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for the use of its equipment. The Company shall not be responsible for the through-transmission of signals generated by the customer-provided facilities or for the quality of, or defects in, such transmission or the reception of signals by customer-provided facilities.
- C. The Company shall not be responsible to the customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Company render any customer provided facilities obsolete or require modification or alteration of such facilities or otherwise affect their use or performance. Where it is reasonably foreseeable to the Company that such changes may affect customer provided facilities, the Company shall provide reasonable notice.

6. INTERRUPTIONS TO SERVICE

THE SOLE OBLIGATION OF THE COMPANY FOR ANY INTERRUPTION TO SERVICE SHALL BE AS FOLLOWS:

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff and Price List or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
 - 1) Interruptions caused by the negligence or willful act of the customer.
 - 2) Interruptions caused by customer-provided facilities.
 - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.
 - 4) Interruptions due to Force Majeure or acts of God beyond the control of the Company.

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- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occur first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding twelve (12) months.

7. USE OF SERVICE

A. General

Service is furnished for use by the customer and may be used for any lawful purpose, including but not limited to resale to others subject to customer complying with all applicable provisions of federal and state laws, rules, regulations and orders. The Customer shall provide written notice to the Company prior to a customer providing resale of service.

B. Unlawful Use of Service

Service shall not be used for any unlawful purpose. The Company assumes no obligation to monitor or control the content of any transmission or communication. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

- 1) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
- 2) The Company has other information which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose, including but not limited to uses and purposes prohibited by Paragraphs C through I, below.

C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material which is obscene, lewd, lascivious, filthy or indecent.

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D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass such other person.

F. Fraudulent Use

- 1) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- 2) No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

G. Interference With or Impairment of Service

Service shall not be used in any manner which interferes with another person in the use of his service, prevents another person from using his service, or otherwise impairs the quality of service to other customers.

H. Location of Service

Service shall not be so located in such a manner as to enable other than authorized users to use the service.

I. Liens or Encumbrances

Customer shall not create or allow to be placed any liens or other encumbrances on the Company's facilities or equipment.

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8. APPLICATIONS FOR SERVICE

- A. An application for service made in writing is required to obtain service from the Company. The Company and each customer shall then enter into a separate written agreement pursuant to Section 3 of this Tariff and Price List prior to the provision of any service or facility by the Company to the customer.
- B. Any change in rates or regulations prescribed by the Pennsylvania Public Utility Commission modifies the terms and regulations of any such contracts to the extent of such change.

9. MINIMUM CONTRACT PERIODS

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished.
- B. The Company may require a minimum contract period longer than one month at the same location in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

10. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE

- A. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
 - 1) The total costs (including materials, equipment, labor and overheads) in connection with providing and removing such facilities.
 - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff and Price List plus the full amount of and installation and termination charges applicable.

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- B. Where special construction of facilities has been started prior to cancellation, and there is another equal requirement for the specially constructed facilities in place by the applicant, no charge may apply.
- C. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities by the applicant, a charge equal to the costs incurred in the special construction (including materials, equipment, labor and overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including materials, equipment, labor and overheads) incurred for the discontinued service applies.
- D. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

11. ADVANCE PAYMENTS

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

12. CUSTOMER BILLING

- A. Regular bills will be issued once each month. For billing purposes each month is presumed to have thirty (30) days.
- B. Services which are charged for at monthly rates are billed in advance for one (1) month's service.
- C. Services which are charged for at other than monthly rates are billed in arrears.
- D. Retroactive billing adjustments will not be made for a period exceeding twelve (12) months.

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13. PAYMENT FOR SERVICE

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
- B. Bills are due when rendered and may be paid through authorized payment methods.

14. FAILURE TO PAY FOR SERVICE

A. Regular Monthly Bills

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the thirtieth (30th) calendar day following the date of the bill (the "due date").
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service not sooner than five (5) days (excluding Sundays and legal holidays) after mailing or delivery of written notice of intention to disconnect.

B. Special Bills

- 1) A customer is delinquent in the payment of a special bill when the sum due is not paid upon presentation.
- 2) When a customer is delinquent in the payment of a special bill, the Company may disconnect the service not sooner than five (5) days (excluding Sundays and legal holidays) after mailing or delivery of written notice of intention to disconnect.

C. Late Payment Charge

Customer agrees to pay a late fee on all amounts not paid when due equal to one and one-half percent (1-1/2%) per month of such unpaid amount, but in no event to exceed the late fees which may be charged to customer under the laws of the Commonwealth of Pennsylvania.

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D. Disputed Invoices

The Customer must notify the Company in writing of any disputed charges within ninety (90) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the dispute.

15. RESTORATION OF SERVICE

A. If a customer's service is restored after having been disconnected in accordance with this Tariff and Price List and a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to pay Service Charges as specified in this Tariff and Price List. Monthly service rates will not apply for the period between the disconnection and reconnection.

B. When a customer's service has been disconnected in accordance with this Tariff and Price List and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application and written agreement for new service.

16. OWNERSHIP OF FACILITIES

Facilities furnished by the Company remain the property of the Company until transferred.

17. ACCESS TO FACILITIES

The customer shall provide employees and agents of the Company access to Company facilities at all times.

18. ESTABLISHMENT, REARRANGEMENT, REPAIR, MAINTENANCE,
DISCONNECTION AND REMOVAL OF FACILITIES

A. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (*e.g.* friable asbestos) prior to any construction or installation work.

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- B. Customer shall provide a safe place for the Company's employees, contractors and/or agents to work and comply with all laws and regulations regarding the working conditions on the premises at which Company employees, contractors and/or agents shall be installing or maintaining the Company Facilities.
- C. All facilities owned by the Company will be maintained by it or its agent, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.
- D. Customers may not rearrange, disconnect, remove or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities owned by the Company, except with the Company's written consent, or as specified elsewhere in this Tariff and Price List.
- E. The Customer will be assessed a maintenance visit charge in the amount of \$250.00 (or such other amount agreed to in writing) for each service visit by the Company's agents or employees where the service difficulty or trouble is not found in the Company's Facilities.

19. DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES

All ordinary expense of maintenance and repair of Company facilities, unless otherwise specified in this Tariff and Price List, is borne by the Company. If any of the Company's facilities are damaged, lost or destroyed and not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the lost or destroyed facilities or restoring the damaged facilities to their original condition, except when caused by the negligence of the Company.

20. POWER SUPPLY

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications facilities located on the customer's premises.

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21. TERMINATION OF SERVICE

- A. The Company and each customer shall enter into a separate agreement specifying the term during which the Company shall provide services. Absent such separate agreement, either the Company or customer may terminate service upon thirty (30) days' written notice to the non-terminating party.

22. DISCONNECTION OF SERVICE

- A. The Company may discontinue service to a customer without notice under the following conditions:
- 1) In the event of tampering with the Company's equipment;
 - 2) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's facilities, the public, or to employees of the Company; or
 - 3) In the event of a customer's use of facilities in such a manner as to adversely affect the Company's facilities or the Company's service to others.
- B. The Company may discontinue telecommunications service to a customer after giving the customer five (5) days notice, excluding Sundays and legal holidays:
- 1) For failure of the customer to pay a bill for service when due;
 - 2) For the customer's violation of any of the Company's rules on file with the Commission;
 - 3) For failure of the customer to provide the Company reasonable access to its facilities or other property;
 - 4) For the customer's breach of the contract for service between the Company and the customer;
 - 5) For a failure of the customer to furnish such service, facilities, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or

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- 6) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except when an emergency exists.

23. REFUSAL OF SERVICE

The Company may refuse to furnish service if it has reasonable cause to believe that the service will be used in violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff and Price List governing the furnishing of such service. If the Company so refuses to furnish service it will inform the applicant of his right to complain to the Pennsylvania Public Utility Commission. If the Commission shall, upon hearing such complaint, determine that the service will not be used in violation of any of the regulations or other conditions contained in this Tariff and Price List, the service will be promptly furnished.

24. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

- A. Special assemblies of equipment or speculative projects for which provision is not otherwise made in this Tariff and Price List or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by the Company.
 - 1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but is not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
 - a) Maintenance expense;
 - b) Depreciation expense - including reusable and nonrecoverable items;
 - c) Administration expense;
 - d) Taxes - including Federal Income Tax;

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- e) Any other specific items of expense that may be associated with the facility provided; and
 - f) A reasonable return on investment.
- 2) The estimated installation cost used in the derivation of the various expense items shall include but is not limited to, the following:
- a) Material;
 - b) Material overhead;
 - c) Installation labor; and
 - d) Installation labor overhead.
- B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges or Rates within specified areas for such periods of time as designated by the Company and filed with the Commission.

25. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

- A. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

26. CUSTOMER COMPLAINTS

- A. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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TTM Customer Service
146 N. Canal Street
Suite 210
Seattle, WA 98103
800-718-6537 or 206-545-9346

- B. Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
Toll Free: 1-800-692-7380
Web: www.puc.state.pa.us

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SERVICES, RATES, AND CHARGES

I. RULES AND REGULATIONS

A. Description of Services

1. Point to Point Private Line Services

- a) Point to point private line services provide physical connections and transmission between discrete Customer locations within the Commonwealth of Pennsylvania.
- b) These services usually take the form of high capacity transport via digital DS1s or DS3s; but may also be provided at either lower or greater bandwidth, as demand requires. The services will be provided via a combination of Company-owned and operated, or leased, microwave radio equipment; dark fiber; and/or leased landline Facilities.
- c) The Facilities Company will use to provide its services will include a combination of microwave radios, operating at various frequencies licensed by the FCC or in frequency bands not requiring FCC radio licenses, and their fiber facilities. Company may obtain lit bandwidth services from local telephone companies or CLECs, CAPs, or cable television companies. In addition, Company may obtain capacity through arrangements with providers of dark optical fibers, using owned or leased electronics. Depending on demand, Company may aggregate the traffic of multiple Customers at various locations throughout Pennsylvania and use the Facilities described above to transmit signals between the various locations.

II. RATES AND CHARGES

Recurring and non-recurring charges for all services provided pursuant to this Tariff and Price List are individually priced based on the cost of providing the services for a particular customer, a customer's particular service requirements, terms and conditions of the agreement between the Company and the customer, and/or market conditions. The Company shall not unreasonably discriminate between customers in establishing charges hereunder.

Issued: October 17, 2008

By: Kurt C. Maas, Vice President
146 N. Canal Street, Suite 210
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COMPETITIVE ACCESS PROVIDER

A. T-1 Rates *

	Installation	On Net MRC	Off Net MRC
Within 10 Miles from POP	\$200 per T-1	\$499 per month	ICB
11 - Under 20 Miles from POP	ICB	\$649 per month	ICB
NRC		\$200 per month	ICB
MRC			ICB

* Discounts are available for longer terms and larger volumes.