

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00  
2. BUREAU: FUS  
3. SECTION(S):  
5. APPROVED BY: DIRECTOR:  
SUPERVISOR:  
6. PERSON IN CHARGE:  
8. DOCKET NO: A-311442  
4. PUBLIC MEETING DATE: 00/00/00  
7. DATE FILED: 02/28/07  
9. EFFECTIVE DATE: 00/00/00

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PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: BANDWIDTH.COM CLEC, LLC

COMP/APP COUNTY:

UTILITY CODE: 311442

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ALLEGATION OR SUBJECT

APPLICATION OF BANDWIDTH.COM CLEC LLC, FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA AS AN INTEREXCHANGE TOLL RESELLER.

DOCUMENT  
FOLDER

**DOCKETED**

MAR 13 2007

ORIGINAL

RECEIVED

FEB 28 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Harry N. Malone  
Direct Phone: (202) 373-6705  
Direct Fax: (202) 373-6001  
harry.malone@bingham.com

February 29, 2007

Via Overnight Courier

James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Bingham McCutchen LLP  
Suite 300  
3000 K Street NW  
Washington, DC  
20007-5116  
202.424.7500  
202.424.7647 fax

bingham.com

**Re: Application of Bandwidth.com CLEC, LLC for Approval to Provide  
Facilities-Based and Resold Competitive Local Exchange,  
Competitive Access, and Resold Interexchange Services in the  
Commonwealth of Pennsylvania**

Dear Mr. McNulty:

On behalf of Bandwidth.com CLEC, LLC ("Bandwidth" or "Applicant"), enclosed for filing please find an original and three (3) copies of Bandwidth's above-referenced Application. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Please note that Exhibit F (which will be filed under separate cover) contains confidential and proprietary information not generally available to the public. Therefore, this information has been filed in separately sealed envelope marked "Confidential." The Applicant respectfully requests that the information contained in the sealed envelopes be given proprietary treatment, pursuant to 52 Pa. Code §§ 5.362 and 5.423.

Please date stamp and return the extra copy of this filing in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Respectfully submitted,



William B. Wilhelm, Jr.  
Harry N. Malone

Counsel for Bandwidth.com CLEC, LLC

cc: Incumbent LECs

DOCUMENT  
FOLDER

ORIGINAL ORIGINAL  
RECEIVED

Application of:

A-311442

FEB 28 2007

Bandwidth.com CLEC, LLC., t/a \_\_\_\_\_

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
(919) 945-1230  
(919) 297-1101 (fax)

DOCUMENT  
FOLDER

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Not Applicable

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Harry N. Malone  
William B. Wilhelm  
Bingham McCutchen LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
(202) 424-7500 (Tel)  
(202) 424-7645 (Fax)  
harry.malone@bingham.com

DOCKETED  
MAR 13 2007

3. **CONTACTS:**

A) **APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

David Morken  
President  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
(919) 945-1230  
(919) 297-1101 (fax)

David @bandwidth.com

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Joe Campbell, Vice President of Operations  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
Phone: (919) 945-1230  
Fax: (919) 297-1101

**C) RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Joe Campbell, Vice President of Operations  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
Phone: (919) 945-1230  
Fax: (919) 297-1101

**4. FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

The Applicant is a sole proprietor.

The Applicant is a:

General partnership

Domestic limited partnership (15 Pa. C.S. §8511)

\*Foreign limited partnership (15 Pa. C.S. §8582)

Domestic registered limited liability partnership (15 Pa. C.S. §8201)

\*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

**Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.**

**5. (Continued)**

The Applicant is a:

- Domestic corporation (15 Pa. C.S. §1306)
- \*Foreign corporation (15 Pa. C.S. §4124)
- Domestic limited liability company (15 Pa. C.S. §8913)

\*Foreign limited liability company (15 Pa. C.S. §8981)

**\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.**

The name and address of Corporate Registered Office Provider or Registered Office within PA is as follows:

Corporation Service Corporation  
2704 Commerce Drive, Suite B  
Harrisburg, PA 17110

**Attach proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.**

Please see Exhibit A for Articles of Incorporation and Exhibit B for Authority to Transact Business in Pennsylvania .

**The Applicant is incorporated in the State of Delaware as an LLC.**

**Give name and address of officers:**

The Officers are as follows:

David Morken, President & Chairman

Henry Kaestner, CEO & Director

Lance Condray, CFO

All are at 4001 Weston Parkway, Cary, NC 27513

**6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

**7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: Where does Parent Co provide service?**

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

**8. APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

The applicant is not presently doing business in Pennsylvania as a public utility.

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier:

Facilities-Based

UNE-P

Data Only

Reseller

Incumbent Local Exchange Carrier.

Other (Identify).

**9. APPLICANT'S PROPOSED OPERATIONS:** *The Applicant proposes to operate as:*

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier:

Facilities-based

UNE-P

Data Only

Reseller

Incumbent Local Exchange Carrier

Other (Identify).

**10. PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

Bandwidth seeks authority to provide facilities-based and resold local exchange and interexchange telecommunications services to and from all points in the Commonwealth of Pennsylvania. Therefore, Bandwidth seeks statewide authority. While Bandwidth will offer traditional voice services to business customers utilizing the public switched network, Bandwidth will also continue to offer services using Internet Protocol to provide voice and data applications that interact seamlessly with the traditional public switched network. Bandwidth will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis. Where the situation merits it, Bandwidth will provide facilities to connect the the customer premises and/or local switching capability.

**11. SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Bandwidth seeks authority to provide facilities-based and resold local exchange and interexchange telecommunications services to and from all points in the Commonwealth of Pennsylvania. Therefore, Bandwidth seeks statewide authority. The Incumbent Local Exchange Carriers in whose territory authority is requested are listed in Exhibit D.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Interexchange Toll Reseller, InterLATA and/or IntraLATA: Business and Residential subscribers.

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data): Business subscribers and other telecommunications carriers.

Competitive Local Exchange Carrier: Business and Residential Subscribers.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Attached as Exhibit E are the proposed tariffs for each authority requested.

14. **FINANCIAL:** *Attach the following to the Application:*

**A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;**

Bandwidth is wholly owned by Bandwidth.com, Inc., a privately held Delaware Corporation.

**Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;**

**A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the**



**Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.**

Bandwidth will maintain its records at its headquarters in Cary, North Carolina. Applicant keeps nationwide balance sheets and income statements. Thus, Applicant cannot project a Pennsylvania-specific balance sheet and income statement for the first year of operations.

**If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.**

Bandwidth is a Delaware limited liability company and is a subsidiary of Bandwidth.com, Inc., a Delaware S Corporation providing voice and data services. Bandwidth's Parent Company, Bandwidth.com, Inc., will be relied upon for full financing. As such Financial Statements of Bandwidth.com, Inc. are provided as Exhibit F.

**15. START DATE: The Applicant proposes to begin offering services on or about April 1, 2006.**

**16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.**

Bandwidth is submitting similar applications requesting authority to commence service in 50 states and with the FCC.

**17. NOTICE: Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:**

**Office of Consumer Advocate**  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

***A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.***

Certificate of Service is attached to this Application.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Not applicable.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Applicant, its parent company and persons identified in this Application have not been convicted of any criminal or fraudulent activity. There are no proceedings in the last five years in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

This Application complies with 18 Pa. C.S. §§4903 and 4904.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

The Applicant understands the duty to request authority from the Commission for permission prior to ceasing business and agrees to comply with this duty.

Applicant:

Bandwidth.com Networks, LLC

By: David Morken

Title: President

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

**AFFIDAVIT**

State of North Carolina :  
: ss.  
County of Wake :

David Morken, Affiant, being duly sworn/affirmed according to law, deposes and says that:  
Affiant is the President of Bandwidth.com CLEC, LLC;

That Affiant is authorized to and does make this affidavit for said corporation;

That Bandwidth.com CLEC, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Bandwidth.com CLEC, LLC the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Bandwidth.com CLEC, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

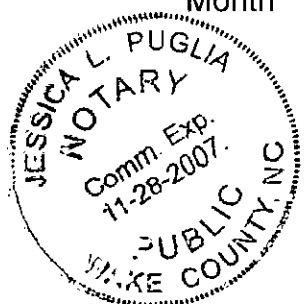
That the facts above set forth are true and correct to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 21<sup>st</sup> day of FEB 2007  
FEB 2007  
Month Year

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of official administering oath


My Commission expires 11/28/07



23. §1.36 Verification.

Verification

*I, David Morken, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

*2/16/2007*  
Date \_\_\_\_\_ Signature 

**CERTIFICATE OF SERVICE**


I hereby certify that on this 29<sup>th</sup> day of February, 2007, copies of the foregoing Application of **Bandwidth.com CLEC, LLC** for Approval to Provide Facilities-Based and Resold Competitive Local Exchange, Competitive Access, and Resold Interexchange Services in the Commonwealth of Pennsylvania, have been served via First-Class Mail, U.S. postage prepaid, on the following parties:

**Office of Consumer Advocate**  
555 Walnut Street  
5<sup>th</sup> Floor, forum Place  
Harrisburg, Pennsylvania 17101-1923

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

**Office of Small Business Advocate**  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Ron Weiel**  
Verizon  
4<sup>th</sup> Floor  
Strawberry Square  
Harrisburg, Pennsylvania 17101

  
Sonja L. Sykes-Minor

## LIST OF EXHIBITS

- Exhibit A - Certificate of Incorporation
- Exhibit B - Authority to Transact Business
- Exhibit C - Management Biographies
- Exhibit D List of Pennsylvania Incumbent Local Exchange Carriers in whose territory authority is requested.
- Exhibit E Proposed Tariffs
- Exhibit F Financial Statements of Bandwidth.com, Inc.  
(Parent Company)  
***Confidential -- Filed under seal***
- Exhibit G 911 Coordinator list indicating each 911 Coordinator contacted.



**Exhibit A**  
**Certificate of Incorporation**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BANDWIDTH.COM CLEC, LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 2007, AT 12:51 O'CLOCK P.M.



4281536 8100

070024357

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5339487

DATE: 01-09-07



**STATE OF DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE OF FORMATION**

- FIRST: The name of the limited liability company is Bandwidth.com CLEC, LLC.
- SECOND: The address of the registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle. The name of its Registered Agent at such address is Corporation Service Company.
- THIRD: This Certificate of Formation shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Bandwidth.com CLEC, LLC, this 9th day of January, 2007.

  
\_\_\_\_\_  
W. Christopher Matton, Authorized Person

**Exhibit B**

**Authority to Transact Business**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU  
206 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

Bandwidth.com CLEC, LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3704840

CORPORATION SERVICE COMPANY  
2704 Commerce Dr Ste B  
Harrisburg, PA 17110

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Application for Registration - Foreign  
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Name: \_\_\_\_\_  
Corporation Service Company  
W

Document will be returned to the name and address you enter to the left.  
←

Commonwealth of Pennsylvania  
APPLICATION FOR REGISTRATION 3 Page(s)

Fee: \$250



In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is: TE  
Bandwidth.com CLEC, LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):  
The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:  
\_\_\_\_\_

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:  
Jurisdiction: Delaware Date of Formation: January 9, 2007

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider <u>Corporation Service Company</u>				County <u>Dauphin</u>

9655768.1

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2007 JAN 30 PM 4:39





**Exhibit C**

**Management Biographies**

### **David Morken, Co-founder, Chairman and President**

In his position as President of Bandwidth.com, Morken presides over the operations, legal, and product areas of the company at its offices in North Carolina.

In 1994, David Morken co-founded the Internet's first online tax filing service, eFiling.com, which was acquired when he was called to active duty by the United States Marine Corps in 1995. From 1995 to 1999 he served as a Special Assistant U.S. Attorney, Criminal Prosecutor and Company Commander. He left active duty with the Marine Corps in June 1999 to found Bandwidth.com. Mr. Morken is a 1994 graduate of the University of Notre Dame Law School and member of the Virginia Bar Association. He received a B.A. from Oral Roberts University in 1991.

### **Henry Kaestner, Co-founder, CEO**

In his position as Chief Executive Officer of Bandwidth.com, Henry Kaestner presides over the operations of the company and its offices in Cary, North Carolina and Chicago, Illinois.

Previously, Mr. Kaestner was the CEO of Bandwidth International, an international wholesale telecommunications broker based in London, England, a firm that merged with Bandwidth.com in late 2000. He was also a founder of Chapel Hill Broadband, a US based consultant and broker that specializes in dark fiber and large wholesale transactions that was sold to Cantor Fitzgerald. Mr. Kaestner was a Founder and former President and CEO of Chapel Hill Brokers, an energy broker which achieved more than \$50 million in daily trade volume on more than 150 transactions, for clients including Morgan Stanley and Merrill Lynch. Chapel Hill Brokers was sold to APB Energy (now ICAP Energy) in 1999. Mr. Kaestner is a graduate of the University of Delaware with a degree in International Relations.

### **Steven Lacoff, Vice President, Product Management and Marketing**

In his role as Vice President of Product Management and Marketing, Steven Lacoff has responsibility for all product strategy, development, partner relationships and go-to-market activities for Bandwidth.com portfolio of products and services.

Prior to joining Bandwidth.com, Mr. Lacoff spent four years at Sprint where he established and led the company's IP Enterprise Services organization. In this capacity, Mr. Lacoff held P&L, product management and marketing responsibilities for several global enterprise security and data networking product lines, overseeing the growth of this flagship portfolio into a \$200M business unit. Prior to Sprint, Mr. Lacoff worked for Mercer Management Consulting and Per-Se Technologies, where he gained experience in business strategy, market segmentation and analysis, and technology development. He earned an MBA, with honors, from the Kellogg Graduate School of Management and a BS, with Honors, from the Georgia Institute of Technology.

### **Joe Campbell, Vice President of Operations**

As the Vice President of Operations, Joe Campbell focuses on the operational efficiency across the Pre Sales, Post Sales, and Network Operations departments all of which set Bandwidth.com apart from its competitors. Mr. Campbell has over 13 years of experience in the technical and administrative areas of telecommunications. Mr. Campbell's continuous focus on process and procedure has been integral in integrating service bundles across the Bandwidth.com portfolio of carriers and setting up new product offerings.

Prior to Bandwidth.com, Mr. Campbell was a manager in the MCI Global Data Test Center where he oversaw MCI's Global East customer base. Mr. Campbell's most notable achievement while with MCI was the development of MCI's Chronic Assessment Group, which handled all 3rd level trouble resolution. Prior to MCI Joe spent 4 years in the United States Army as a 31P, Tech Controller.

### **Michael Tindall, Network Operations Director**

Michael Tindall has served as Network Operations Director for Bandwidth.com since March of 2005. He oversees the Bandwidth VoIP Network, Bandwidth.com's Managed Services Division, and Third level engineering and support. Mr. Tindall collaborates with Bandwidth.com's product development division providing technical leadership for product development initiatives. Previously he served as Network Operations Manager at U.S. Networks where he was responsible for the Managed services division, professional services, and 24x7 Network Operations Center (NOC). Mr. Tindall was a co-founder of ClearSKY Networks, a wireless ISP in the south east where he designed and implemented the wireless network backbone and back office systems. Mr. Tindall received his B.S. in Management and Economics from Clemson University.



**Exhibit D**

**List of Pennsylvania Incumbent Local Exchange  
Carriers in whose territory authority is requested.**

Verizon

Verizon North

**Exhibit E**  
**Proposed Tariffs**

Local Exchange Services

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Tariff Schedule Applicable to  
Resold and Facilities-Based  
Competitive Local Exchange Services

Furnished by

Bandwidth.com CLEC, LLC

Between Points Within the State of Pennsylvania

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Issued: February 27, 2007

Effective date: \_\_\_\_\_

David Morken, President  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, North Carolina 27513

## Local Exchange Services

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
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David Morken, President  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Explanation of Symbols

- (D) – To signify a decreased rate
- (I) – To signify an increase in a rate
- (C) – To signify all other changes

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DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Carrier," "Company" or "Utility" refers to Bandwidth.com CLEC, LLC

"Commission" refers to the Pennsylvania Public Utilities Commission.

"Competitive Service" refers to a service or business activity offered by the Company that has been classified as competitive by the Commission under the relevant provisions of 66 Pa.C.S. § 3005 (relating to competitive services).

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

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DEFINITIONS (Cont'd)

- "Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.
- "Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.
- "Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.
- "Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.
- "Service" refers to any telecommunications service(s) provided by the Company under this tariff.
- "Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.
- "Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- "Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.
- "Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth Customers and used in conjunction with the Services provided pursuant to this tariff.

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**Section 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

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## **SECTION 2. RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the State of Pennsylvania.

### 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.2 Obligations of the Customer (Cont'd)

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.2 Obligations of the Customer (Cont'd)

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.2 Obligations of the Customer (Cont'd)

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.3 Liability of the Company

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

(A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth, shall not result in the imposition of any liability upon Bandwidth.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.3 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
  
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth, that furnishes services, facilities, or equipment used in connection with Bandwidth's services or facilities.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.3 Liability of the Company (Cont'd)

(D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(E) IN NO EVENT SHALL BANDWIDTH BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

(F) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed \$1000 or sums actually paid the Company by the Customer for the specific services giving rise to the claim, whichever is less. No action or proceeding against the Company shall be commenced more than three years after the service is rendered.

2.3.2 Limitation of Liability

2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.3 Liability of the Company (Cont'd)

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer *nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.*

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities;  
or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.5 Payment for Service

- 2.5.1 Bandwidth will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/4% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Bandwidth's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.5 Payment for Service (Cont'd)

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.6 Customer Deposits

- 2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.6 Customer Deposits (Cont'd)

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the *adequacy of a customer's credit history without the permission in writing of the customer*. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

2.6.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.3 Interest on Deposits

Interest shall be paid on deposits at the rate of nine percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.7 Customer Complaints and Billing Disputes

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed to the Bureau of Consumer Services, Pennsylvania Public Utilities Commission, P.O. Box 3265, Harrisburg, PA 17105-3265 Telephone: (800) 782-1110.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24 hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.

Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$30.00.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Bandwidth shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Bandwidth will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than seven (7) working days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice, in which to make settlement before his service is denied.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.12 Disconnection and Termination of Service (Cont'd)

- 2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
  
- 2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge/Undercharge**

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

**2.18 Notices**

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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**SECTION 3. DESCRIPTION OF SERVICES**

3.1 Trial Services

- 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Commission.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.4 Customized Pricing Arrangements ("CPAs") Offerings**

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

**3.5 Local Exchange Service**

3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth offers Verizon North Local Exchange Services under resale.

3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.
- When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

## 3.6 Directory Assistance

## 3.6.1 General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for *any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.*

## 3.6.2 Directory Assistance Call Allowance

Business Customers are allowed one directly dialed Local Directory Assistance call per month at no charge for each central office line or trunk.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas

The Company will provide service within the Verizon Pennsylvania, Inc. and Verizon North Incorporated service territories located in Pennsylvania and concurs in the local calling areas defined in the local exchange tariff of the incumbent local exchange company for the geographic area being served. NXXs associated with each particular exchange, zone or local calling area may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. Subject to the availability of facilities, the Company will provide service in the local calling areas defined as follows.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Alexandria	Boalsburg
Aliquippa	Bolivar
Allentown	Bradford
Altoona	Brownsville
Ambridge	Buckingham
Annaville	Bushkill
Ashland	California
Austin	Canonsburg
Avella	Carbondale
Avis	Carrolltown
Avondale	Carversville
Baden	Catasauqua
Barnesboro	Catawissa
Bath	Center Point
Beaver Falls	Centre Hall
Bedminster	Charleroi
Bellefonte	Cherry Tree
Belle Vernon	Chester
Bellwood	Chester Heights
Berwick	Chester South
Bessemer	Chester Springs
Bethlehem	Clairton
Big Run	Clarion
Black Lick	Claysville
Blairsville	
Bloomsburg	

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Clearfield	Ellwood City
Clymer	Elysburg
Coatesville	Endeavor
Collegeville	Exton
Connellsville	Fairchance
Coudersport	Farmington
Cresco	Fayette City
Cresson	Finleyville
Curwensville	Fleetwood
Cynwyd	Frackville
Danville	Freeland
Dauphin	Frenchville
Dawson	Galeton
Derry	Girardville
Donora	Glen Campbell
Downingtown	Glenmoore
Doylestown	Glenwillard
Dublin	Green Lane
DuBois	Greensburg
Eagle	Greenville
East Palestine	Grove City
Easton	Halifax
Ebensburg	Hamburg
Elizabeth	Hamlin
	Harleysville
	Harrisburg
	Hastings

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Hawley	Landisville
Hazelton	Lansdale
Hellertown	Lansdowne
Herminie	Latrobe
Hollidaysburg	Lebanon
Homer City	Leeper
Honesdale	Lehighton
Honey Brook	Lenape
Hookstown	Lewistown
Houtzdale	Ligonier
Hummelstown	Line Lexington
Huntingdon	Lock Haven
Imperial	Lords Valley
Indiana	Lowellville
Jeannette	Ludlow
Jermyn	Mahaffey
Jersey Shore	Mahoney City
Jim Thorpe	Marchand
Kane	Marienville
Kemblesville	Marion Center
Kennett Square	Masontown
Kingston	McAdoo
Kulpmont	McClellandtown
Kutztown	McDonald
Lake Ariel	McMurray
Lake Como	McVeytown
Lancaster	

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Mechanicsburg	Newfoundland
Mendenhall	New Hope
Mercer	New Kensington
Middletown	New Philadelphia
Midland	New Salem
Millersville	Newtown
Millheim	Northampton
Millville	Northumberland
Milton	North Wales
Minersville	Numidia
Monessen	Oakdale
Monongahela	Olyphant
Monroesville	Orwigsburg
Moosic	Osceola Mills
Morrisville	Oxford
Mortonville	Palmyra
Moscow	Paoli
Mountaintop	Paris
Mount Carmel	Parkesburg
Mount Gretna	Parkwood
Mount Jewett	Patton
Mount Pleasant	Penn Hills
Mount Pocono	Pennsburg
Mount Union	Perkasie
Nanticoke	Perryopolis
Nazareth	Perrysville
Nesquehoning	Philipsburg
New Castle	Phoenixville
New Florence	

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Pittston	Sharpesville
Plumsteadville	Shenandoah
Plymouth	Slatington
Point Marion	Smethport
Portage	Smithfield
Port Allegany	Smiths Ferry
Pottstown	Smock
Pottsville	Snow Shoe
Pughtown	Souderton
Punxsutawney	Springdale
Quakertown	Spring Mills
Reading	Springtown
Renovo	State College
Republic	Strasburg
Rew	Stroudsburg
Reynoldsville	Sugar Grove
Riegelsville	Sunbury
Rochester	Sykesville
Roulette	Tamaqua
Royersford	Tarentum
Russell	Taylor
Saint Clair	Tidioute
Saxton	Tionesta
Schuylkill Haven	Tyrone
Schwenksville	Ulyssis
Scottdale	Uniontown
Scranton	Unionville
Sewickley	
Shamokin	
Sharon	

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

3.7 Local Calling Areas (Cont'd)

Upper Black Eddy  
Wallenpaupack  
Wampum  
Warren  
Washington  
Washingtonville  
Weatherly  
West Alexander  
West Chester  
West Grove  
West Middlesex  
West Newton  
Westtown  
White Haven  
Wilkes-Barre  
Williamsport  
Willowgrove  
Winburne  
Woolrich  
Wycombe  
Wyoming  
Yardley  
Youngsville  
Youngwood  
Zelienople

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**SECTION 4. RATES AND CHARGES**

## 4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll calls are determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

## 4.2 Local Exchange Service (Cont'd)

## 4.2.1 Business Service

	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 <sup>1</sup>
Additional Measured Business Line or Trunk	\$19.22	\$27.49 <sup>2</sup>
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$49.57	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$49.57	

<sup>1</sup> First Line per Service Order<sup>2</sup> Additional Lines on the SAME service order

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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

Local Usage Rates

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION****5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

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 IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the 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 ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy  
("Anti-Slamming Measure")**

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, 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 Company.

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 determines customer choice.

**5.3.2 Verification of Orders for Telemarketing**

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- 5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).
- 5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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Issued: February 27, 2007

Effective date: \_\_\_\_\_

David Morken, President  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, North Carolina 27513

DATE: March 13, 2007

SUBJECT: A-311442; A-311442F0002  
A-311442F0003

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

DOCUMENT  
FOLDER

**Application of Bandwidth.com CLEC, LLC**

We attach hereto a copy of the Application of Bandwidth.com CLEC, LLC, for approval to provide the following telecommunications services in Pennsylvania:

- Interexchange Toll Reseller: A-311442
- Facilities-Based Reseller CLEC Services in Verizon PA and Verizon North Service Area: A-311442F0002
- Competitive Access Provider Services: A-311442F0003

May we have a report prepared by your Bureau for Public Meeting.

Attachment

ddt

**DOCKETED**

MAR 13 2007

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

March 13, 2007

A-311442;  
A-311442F0002  
A-311442F0003

HARRY N MALONE, ESQUIRE  
WILLIAM B WILHELM JR, ESQUIRE  
BINGHAM MCCUTCHEN  
SUITE 300  
3000 K STREET NW  
WASHINGTON DC 20007-5116

DOCUMENT  
FOLDER

Dear Mr. Wilhelm:

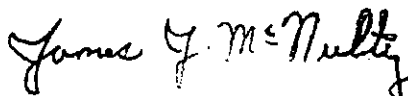
Please be advised that the Application of Bandwidth.com CLEC, LLC, for approval to supply telecommunications services as an Interexchange Toll Reseller, Facilities-Based Reseller of Competitive Local Exchange in the service territories of Verizon Pennsylvania and Verizon North, and a Competitive Access Provider, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

This matter is being referred to the Bureau of Fixed Utility Services for analysis and to schedule it for consideration by the Commission at Public Meeting.

Please be advised that Bandwidth.com CLEC, LLC, now has provisional authority to provide certain telecommunications services in Pennsylvania. *However, this provisional authority may be revoked if, upon further Commission review, the application is found to contain deficiencies.*

Further, provisional authority carries certain obligations for Competitive Local Exchange Carriers such as filing an Annual Access Line summary Report, as well as collection and remittance of funds to certain entities, e.g., PA Telecommunications Relay Service and County 9-1-1- fee, etc.

Sincerely,



James J. McNulty  
Secretary

JJM:ddt

cc: Bureau of Fixed Utility Services  
David Morken, President

DOCKETED

MAR 13 2007