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KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

101 PARK AVENUE

NEW YORK, NEW YORK 10178

(212) 808-7800

FACSIMILE

(212) 808-7897

www.kelleydrye.com

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VIA FEDEX

DIRECT LINE: (202) 887-1248  
EMAIL: cmccann@kelleydrye.com

A - 311294

January 21, 2005

Handwritten notes and stamps, including a date stamp "JAN 21 2005".

DOCUMENT FOLDER

Mr. James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
Second Floor - Room N201  
Harrisburg, PA 17120

Re: Application of DigitalSpeed Communications, Inc. for Approval of Authority to Offer, Render, Furnish or Supply Telecommunications Services – A-311294; F0002; F0003 – **Revised Compliance Tariffs**

Dear Mr. McNulty :

By letter dated November 24, 2004, the Commission advised DigitalSpeed Communications, Inc. ("DSC") that it had adopted an Order in the above-referenced proceeding. That Order, adopted November 18, 2004, grants DSC's applications for authority to operate as an interexchange toll reseller, facilities-based competitive local exchange carrier and competitive access provider. The Order also directs DSC to revise its proposed tariffs to reflect the changes noted in Appendix A of the Order. Pursuant to the Commission's Order, DSC is hereby filing revised compliance tariffs addressing the deficiencies outlined in Appendix A.

Enclosed please find three (3) copies of each revised compliance tariff and a duplicate copy of each. Also enclosed are copies of Appendix A. Please date-stamp the duplicate copies of each revised compliance tariff upon receipt and return them in the self-addressed, postage-paid envelope provided. Should there be any questions regarding this matter, please do not hesitate to contact the undersigned at (202) 887-1248.

Respectfully submitted,

*Carrie L. McCann*

Carrie L. McCann

Enclosures

cc: Service list  
Nikhil Goklaney, Financial Analyst

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## CERTIFICATE OF SERVICE


I, Carrie McCann, hereby certify that I have caused true and correct copies of the foregoing revised compliance tariffs to be served on this 21st day January 2005, via first class mail, upon the following:

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

Office of the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, Pennsylvania 17120

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

Mr. Edwin F. Hall  
Verizon Pennsylvania, Inc.  
1717 Arch Street  
Philadelphia, PA 19103

  
\_\_\_\_\_  
Carrie McCann

JAN 21 2005

APPENDIX A  
SECRETARY'S BUREAU

**DigitalSpeed Communications, Inc**  
**Docket Nos. A- 311294; A-311294F0002; and A-311294F0003**  
**Proposed tariffs for Interexchange Toll Reseller Services;**  
**Competitive Local Exchange Carrier Service; and**  
**Competitive Access Provider**

DigitalSpeed Communications is seeking a Certificate of Public Convenience to provide telecommunications services as delineated above. DigitalSpeed Communications filed proposed initial tariffs for CLEC, IXC Toll Reseller, Switched Access and CAP services with its Applications. The proposed tariffs contain certain deficiencies that are discussed herein. These deficiencies must be addressed by the Company before the tariffs can be approved and the Certificates of Public Convenience issued.

Please submit a copy of this Appendix with your revised compliance tariff. On that copy please note the page/sheet of the compliance tariff where the required revision is located for each item below.

~~DOCKETED~~  
SEP 08 2005

Tariff deficiencies noted - IXC Reseller (A-311294)

1. Issued and Effective dates on all pages of the initial tariff should be added in accordance with ordering paragraph No. 5. *Please see footers on all pages.*
2. Correct the tariff designation to "Telephone Pa. P.U.C. No. 1." on all tariff page headers. *Please see headers on all pages.*
3. Delete "Resold Interexchange Services Tariff" from all page headers. *Please see headers on all pages.*
4. Title page, delete "Pennsylvania Telecommunications Tariff of." *Please see title page.*
5. Title page, the Initial Interexchange Toll Reseller tariff shall be labeled "Interexchange Toll Reseller tariff." *Please see title page.*
6. Page 16 Section 2.10.1, the Company is advised that it may not immediately discontinue furnishing service to customers. The Company may temporarily interrupt service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. This is in accordance with 52 Pa. Code § 64.51. An exception to this is 52 Pa. Code § 64.75 when suspension is based on occurrences harmful to person or property. *Please see page 16.*

~~DOCUMENT~~  
FOLDER

7. Page 16 Section 2.10.2, the Company is advised that it may suspend telephone service to a dwelling only for any of the reasons listed in 52 Pa. Code § 64.61. The Company is advised that it may suspend service only after serving a 7 day written notice on the customer and it may terminate service only after at least 10 days have passed since suspension of service. *Please see page 16.*

**Tariff deficiencies noted - CLEC (A-311294F0002)**

1. This tariff does not contain exchange areas and corresponding local calling areas within which the Company proposes to provide local exchange service. The Company is advised that its local exchange tariff must contain exchange areas and the corresponding local calling areas must at a minimum be the same as that of the incumbent local exchange carrier. *Please see pages 7-77.*
2. The Company is advised that it must provide 2 free local directory assistance calls to residential customers. *Please see page 123.*
3. Issued and Effective dates on all pages of the initial tariff should be added in accordance with ordering paragraph No. 5. *Please see footers on all pages.*
4. Correct the tariff designation to "Telephone Pa. P.U.C. No. 2." on all tariff page headers. *Please see headers on all pages.*
5. Delete "Competitive Local Exchange Services Tariff" from all page headers. *Please see headers on all pages.*
6. Title page, the Initial Competitive Local Exchange Carver tariff shall be labeled "Competitive Local Exchange Carrier Tariff." *Please see title page.*
7. Title Page - delete "Pennsylvania Telecommunications Tariff of." *Please see title page.*
8. Title Page - replace "telecommunications" with "local exchange carrier" and insert "in the service territory of Verizon Pennsylvania, Inc." before "within the Commonwealth of Pennsylvania." *Please see title page.*
9. Title Page - insert as last sentence on this page "Portions of this tariff which are inconsistent with Title 52 and 66 of the Pennsylvania Code will be deemed inoperative." *Please see title page.*
10. Title Page and on Page 7, provide references to Exchange Maps in the ILEC tariffs Verizon Pennsylvania Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C which show the

exchange area boundaries for the exchange areas in which the Company is proposing to offer service. *Please see title page and page 7.*

11. Page 4, Table of Contents, incorrect page numbers and descriptions have been assigned to several sections of the tariff. Correct assigned page numbers and descriptions as follows: *Please see revised table of contents.*

Description	Sheet number
3.7. 900/976 Blocking	72
3.8 Toll Blocking	74
3.9 Caller ID~ Blocking	74
3.10 Link Up America	76
3.11 Lifeline Service	79
3.12 Pa. TRS	86
3.13 Taxes and Surcharges	88
3.14 Promotions	89
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Section 4 - Universal Emergency Telephone Services	122
4.1 General	122
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4.3 Enhanced Universal Emergency Telephone Number Service	124
4.4 911/E-911 Protocols	127
Section 5 - IntraLATA Toll Presubscription	131
5.1 IntraLATA Toll Presubscription	131

12. Page 7, Application of tariff, correct language to read "This tariff contains the rates applicable to the provision of competitive local exchange carrier services in the service territory of Verizon Pennsylvania, Inc. within the Commonwealth of Pennsylvania. Exchange Maps in Verizon Pennsylvania's tariff Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C show the exchange area boundaries for the exchange areas in which the Company offers service." *Please see page 7.*
13. Page 23, delete Section 2.1.1. The Company has only applied for authority to operate as a CLEC in the service territory of Verizon Pennsylvania, Inc. *Please see page 93.*
14. Page 32, delete Section 2.7.6 and 2.7.7 they are a repeat of 2.7.4 and 2.7.5. *Please see page 102.*
15. Page 37, Section 2.11.4, delete "Billing is payable upon receipt and past due thirty days after issuance and posting of invoice." The Company must comply with 52 Pa. Code § 64.12 which states that "The due date for payment of a monthly bill shall be at least 20 days from the date of mailing by the LEC to the customer." *Please see page 107.*

16. Page 38, Section 2.11.5, 52 Pa. Code § 64.132 states that Billing disputes may be brought to the attention of the Company orally or in writing by the customer. In order to facilitate the tariff should state the mailing address and telephone number where the customers can send or call in their billing disputes. The tariff must also state that in order to be timely filed an informal complaint must be filed with the Commission within 10 days of the date on which the LEC mailed the written summary to the customer and that the Bureau of Consumer Services will have primary jurisdiction over all complaints arising under Chapter 64 of 52 Pa. Code. *Please see page 108.*
17. Page 40 Section 2.13.1, the Company is advised that it may not immediately discontinue furnishing service to customers. The Company may temporarily interrupt service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. This is in accordance with 52 Pa. Code § 64.51. An exception to this is 52 Pa. Code § 64.75 when suspension is based on occurrences harmful to person or property. *Please see page 110.*
18. Page 40 Section 2.13.2, the Company is advised that it may only suspend telephone service to a dwelling only for any of the reasons listed in 52 Pa. Code § 64.61. The Company is advised that it may terminate service only after at least 10 days have passed since suspension of service. *Please see page 110.*
19. Page 45 Section 2.14.5, In compliance with P-00981357 Order entered November 5, 1998 Interest on Customer Deposits is to be paid at the average rate of 1 year Treasury Bills for the months of September, October, and November of the previous year. *Please see page 115.*
20. Pages 48 to 53, The Company should clearly explain the service offered for the "Local Unlimited", "Extended Unlimited", "Local Valu-Pak", and "Local Standard" rates for business customers. *Please see pages 118-123.*
21. Business and Residential Service Rates on pages 48 to 58 have been determined based on a combination of rate classes A to I and call bands 1 to 6 whereas exchange areas have not been classified into rate classes and call bands therefore it becomes impossible to determine the rates for exchange areas. The Company must classify exchange areas into rates classes and call bands so that rates can be clearly determined. *Please see pages 118-127.*
22. Page 54, The Company should clearly explain the service offered for the "Local Unlimited", "Extended Unlimited", "Metro Unlimited", "Metro Plus Unlimited", "Standard Usage", "Budget Usage", "Hometown Plus", "Hometown Plus +" rates for residential customers. The Company should define "USOC" and "NRC". The Company must in compliance with 66 Pa. C.S. § 1324 offer all residential customers a flat rate service. The Company is also advised that in accordance with 52 Pa. Code § 64.21 charges for basic service shall be billed separately from charges for all other services. *Please see page 124.*
23. This is a local exchange carver tariffs and should only contain local services and rates. Toll and long distance services and rates such as Intrastate IntraLATA Business MTS Rates, Intrastate IntraLATA Business Calling Plan Rate, Complex Intrastate Rate - Voice Grade and Complex Intrastate Rates - Digital Data appearing on pages 58 to 70 should appear in the Interexchange Toll Reseller tariff and not in this tariff. *Please see pages 128-140.*

24. Page 73 has been left blank. If the Company desires to leave a page blank please notate the page with "This page has intentionally been left blank."
25. Page 75 has been left blank. If the Company desires to leave a page blank please notate the page with "This page has intentionally been left blank."
26. Page 80 Section 3.11.2.C, Lifeline service, an applicant for Lifeline service must be a current participant in one of the DPW programs and be able to provide proof of income at or below 150% of the federal poverty guidelines. Replace "**or**" with "**and**." *Please see page 147.*
27. Page 81 contains substantial amount of blank space. If the Company desires to leave blank space in a page please notate the page with "This space has intentionally been left blank."
28. Page 84 has been left blank. If the Company desires to leave a page blank please notate the page with "This page has intentionally been left blank."
29. Page 86 Section 3.12.2.C. the Pa. TRS surcharge rate for bills issued on or after July 1, 2004 is \$0.07 per residence access line per month and \$0.13 per business access line per month. *Please see page 152.*
30. Pages 123, 125, 129, 133, and 135 have been left blank. If the Company desires to leave a page blank please notate the page with "This page has intentionally been left blank."

**Tariff deficiencies noted -Switched Access Tariff (A-311294F0002)**

1. Issued and Effective dates on all pages of the initial tariff should be added in accordance with ordering paragraph No. 5. *Please see all page footers.*
2. Correct the tariff designation on all tariff pages to "Telephone Pa. P.U.C. No. 4." *Please see all page headers.*
3. Title page, the Initial Switched Access Tariff shall be labeled "Switched Access Tariff." *Please see title page.*
4. Page 7 Section 2.1.1 the Company's tariff may not contain regulations, rates and charges applicable to the provision of access service provided by Broadview Net Plus to its customers. Correct this to say that this tariff contains regulations, rates and charges applicable to the provision of access service provided by the Company to its customers. *Please see page 7.*
5. Page 8 Section 2.2.3.1 refers to Individual Case Basis in Section 2.10. The tariff does not contain Section 2.10. Please correct reference to Section 2.9 for Individual Case Basis. *Please see page 8.*
6. The Company is in the business of conveying or transmitting messages or communications and hence must delete the sentence "The Company does not undertake to transmit messages under this tariff from Section 2.3.1 on page 9. The Company should also delete the sentence "The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff" since the Company is subject to Telephone Quality Service Standards as laid out in 52 Pa. Code Chapter 63 Subchapter E. *Please see page 9.*
7. Page 11 Section 2.3.3.1 replace "Part A. 64.401, Appendix A, of the FCC's rules and regulations" with "rules and regulations instituted by the Pennsylvania Public Utility Commission." *Please see page 11.*

8. Page 19 delete "Broadview Net Plus" from Section 2.5 paragraphs 1 and 2 and front Section 2.6.1 since this is a DigitalSpeed Communication tariff. *Please see page 19.*
9. Page 30 Section 2.8, replace reference to "Bell Atlantic - Pennsylvania" with "Verizon Pennsylvania, Inc." *Please see page 30.*

**Tariff deficiencies noted - CAP (A-311294F0003)**

1. Issued and Effective dates on all pages of the initial tariff should be added in accordance with ordering paragraph No. 5. *Please see footers on all pages.*
2. Correct the tariff designation on all tariff pages to "Telephone Pa. P.U.C. No. 3." *Please see headers on all pages.*
3. Delete "Competitive Access Provider" from all page headers. *Please see headers on all pages.*
4. Title page, change language appearing in all caps to "Regulations and schedule of charges governing Competitive Access Provider service within the Commonwealth of Pennsylvania." *Please see title page.*
5. Title page, in the paragraph that appears on this page replace "applicable to the furnishing of competitive access services" with "applicable to Competitive Access Provider service." *Please see title page.*
6. Page 37 Section 2.13.1, the Company is advised that it may not immediately discontinue furnishing service to customers. The Company may temporarily interrupt service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. This is in accordance with 52 Pa. Code § 64.51. An exception to this is 52 Pa. Code § 64.75 when suspension is based on occurrences harmful to person or property. *Please see page 37.*



JAN 21 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMUNICATIONS BUREAU

**DigitalSpeed Communications, Inc.**

1811 Chestnut Street, Suite 304, Philadelphia, PA 19103

**INTEREXCHANGE TOLL RESELLER TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by DigitalSpeed Communications, Inc. within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 1811 Chestnut Street, Suite 304, Philadelphia, PA 19103.

DigitalSpeed Communications, Inc. is a reseller of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the Commonwealth of Pennsylvania as an adjunct to DigitalSpeed Communications, Inc. interstate service.

**DOCKETED**  
SEP 08 2005

**DOCKETED  
DOCUMENT  
FOLDER**

Issued: January 24, 2005

Effective: January 25, 2005

Issued by: Joseph Polito, Jr.  
Vice-President  
DigitalSpeed Communications, Inc.  
1811 Chestnut Street, Suite 304  
Philadelphia, PA 19103

**CHECK SHEET**

The Title Page and Pages 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s).

<u>PAGE</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

Issued: January 24, 2005

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Issued by: Joseph Polito, Jr.  
Vice-President  
DigitalSpeed Communications, Inc.  
1811 Chestnut Street, Suite 304  
Philadelphia, PA 19103

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Philadelphia, PA 19103

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify a change resulting in a **decrease** to a Customer's bill.
- (I) To signify a change resulting in an **increase** to a Customer's bill.

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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, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 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 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code 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. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest Check Sheet to find if a particular page is the most current on file with the Commission.

### APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by DigitalSpeed Communications, Inc. between various locations within the Commonwealth of Pennsylvania. All services are interstate offerings. Intrastate service in an add on service available only if the Customer subscribes to the Company's interstate offerings.

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Issued: January 24, 2005

Issued by: *Joseph Polito, Jr.*  
Vice-President  
DigitalSpeed Communications, Inc.  
1811 Chestnut Street, Suite 304  
Philadelphia, PA 19103

Effective: January 25, 2005

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Called Station:

The terminating point of a call (i.e., the called number).

### Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

### Company:

DigitalSpeed Communications, Inc.

### Commission:

The Pennsylvania Public Utility Commission

### Customer:

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

### Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Disconnect or Disconnection:**

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

**Measured Service:**

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

**Point of Presence:**

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

**Subscriber:**

See "Customer" definition.

**Travel Card:**

See "Calling Card" definition.

**V & H Coordinates:**

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.



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## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Pennsylvania.
- 2.1.2. Company is a reseller of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in six (6) second increments unless otherwise specified.
- 2.1.5. Subject to availability, the customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the company's control or when the customer is using the service in violation of either the provisions of this tariff or the Commission rules.

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Issued: January 24, 2005

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Vice-President  
DigitalSpeed Communications, Inc.  
1811 Chestnut Street, Suite 304  
Philadelphia, PA 19103

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omission, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.
- 2.4.2. Company shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
  
- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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Issued: January 24, 2005

Effective: January 25, 2005

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Vice-President  
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1811 Chestnut Street, Suite 304  
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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Pennsylvania law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

**2.5. INTERRUPTION OF SERVICE**

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. INTERRUPTION OF SERVICE, Continued**

2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

**2.6. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

**2.7. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.8. PAYMENTS AND BILLING**

2.8.1. The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

2.8.2. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until cancelled by the customer on not less than 30 days notice.

2.8.3. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

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Vice-President  
DigitalSpeed Communications, Inc.  
1811 Chestnut Street, Suite 304  
Philadelphia, PA 19103

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. PAYMENTS AND BILLING, Continued**

- 2.8.4. Billing will be payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25% late payment charge for the unpaid balance, or the maximum allowable under State law. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified the eligibility is used by letter.
- 2.8.5. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.8.6. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800)-497-5230.
- 2.8.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - 2.8.7.1. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).
  - 2.8.7.2. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Public Utility Commission of Pennsylvania for its investigation and decision.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. PAYMENTS AND BILLING, Continued**

2.8.7.2., Continued

The address of the Commission is:

Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, PA 17105  
Telephone: 1-800-782-1110

**2.9. CANCELLATION BY CUSTOMER**

- 2.9.1. Customer may cancel service by providing written or oral notice to Company 5 days prior to cancellation.
- 2.9.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated Local Exchange Company charges, if any, for service changes.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.



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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION OR INTERRUPTION BY COMPANY**

2.10.1. Company reserves the right to temporarily interrupt furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.10.2. Company may discontinue service according to the following conditions after ten (10) days of service suspension. In all cases that require service suspension the customer will receive seven (7) days written notice of such suspension:

- A. For violation of Company's filed tariffs.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION BY COMPANY, Continued**

- 2.10.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.
- 2.10.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.11. INTERCONNECTION**

- 2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

**2.12. DEPOSITS AND ADVANCED PAYMENTS**

The Company does not require a deposit or advanced payment from the Customer.

**2.13. TAXES**

Taxes are not included in the tariffed rates.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.
- 3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

#### 3.2. CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produce by Bell Communications Research in the V & H Coordinates Tape and appear in National Exchange Carriers Association Tariff No.4.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.2. CALCULATION OF DISTANCE, Continued**

FORMULA:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

EXAMPLE: Distance between Miami and New York City:

	<u>V</u>	<u>H</u>
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	(877)

Square and add: 11,249,316 + 769,129 = 12,018,445

Divide by 10 and round: 12,018,445/10 = 1,201,844.5  
1,201,844

Take the square root and round: 1,201,844 = 1,096.2  
1,096 miles

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 Philadelphia, PA 19103

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. DIGITALSPEED COMMUNICATIONS, INC. TELECOMMUNICATIONS SERVICES**

Company provides switched and dedicated telecommunications services which allow a customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this tariff.

**DigitalSpeed Communications, Inc. Switched Access Service** is a switched access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s) network services.

**DigitalSpeed Communications, Inc. Dedicated Access Service** is a dedicated access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

**DigitalSpeed Communications, Inc. Travel Card** is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.

**Directory Assistance** is provided by DigitalSpeed Communications, Inc. underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by DigitalSpeed Communications, Inc., except as stated in this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.3. DIGITALSPEED COMMUNICATIONS, INC. TELECOMMUNICATIONS SERVICES**

**DigitalSpeed Communications, Inc. Prepaid Calling Card Service** is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

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**SECTION 4 - RATES**

**4.1. SERVICE CHARGES**

**4.1.1. DigitalSpeed Communications, Inc. Switched Access Outbound Service (Outbound)**

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0750	\$0.0150	\$0.0750	\$0.0150	\$0.0750	\$0.0150

**4.1.2. DigitalSpeed Communications, Inc. Switched Access Inbound Service (Inbound)**

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0750	\$0.0150	\$0.0750	\$0.0150	\$0.0750	\$0.0150

**4.1.3. DigitalSpeed Communications, Inc. Dedicated Access Outbound Service**

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0600	\$0.0120	\$0.0600	\$0.0120	\$0.0600	\$0.0120

**4.1.4. DigitalSpeed Communications, Inc. Dedicated Access Inbound Service**

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0600	\$0.0120	\$0.0600	\$0.0120	\$0.0600	\$0.0120

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**SECTION 4 - RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

**4.1.5. DigitalSpeed Communications, Inc. Travel Card Service**

Access charge per call	\$0.50
Rate per minute	\$0.20

**4.1.6. Directory Assistance**

Rate per access	\$0.95
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**4.1.7. DigitalSpeed Communications, Inc. Prepaid Calling Card Service**

Rate per minute	\$0.25
Surcharge per call	\$0.50

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**SECTION 4 - RATES, Continued**

**4.2. TIME PERIODS**

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

**4.3. DISCOUNTS FOR HEARING IMPAIRED CUSTOMERS**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit or charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for service that would normally incur the surcharge.

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