

RESALE INTEREXCHANGE TOLL SERVICES

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TITLE SHEET

SPECTROTEL OF PENNSYLVANIA, LLC  
d/b/a ONE TOUCH COMMUNICATIONS  
D/B/A SURFTONE  
D/B/A TOUCH BASE COMMUNICATIONS

RESELLER INTEREXCHANGE TOLL CARRIER

Regulations and Schedule of Charges

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services as a Reseller of Interexchange Toll Carrier provided by Spectrotel of Pennsylvania, LLC d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications (“the Company”) to the public between one or more points within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at the Company’s principal place of business, 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753. The Company’s Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Spectrotel of Pennsylvania, LLC  
d/b/a One Touch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications

Telephone - PA P.U.C. Tariff No. 3  
Original Title Page

RESALE INTEREXCHANGE TOLL SERVICES

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Issued By: Jack Dayan, CEO  
3535 State Highway 66, Suite 7  
Neptune, New Jersey 07753

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Spectrotel of Pennsylvania, LLC  
d/b/a One Touch Communications  
d/b/a Surfstone  
d/b/a Touch Base Communications

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Original Page 1

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LIST OF MODIFICATIONS

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RESALE INTEREXCHANGE TOLL SERVICES

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CHECK SHEET

The sheets 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 page.

| PAGE  | REVISION |   | PAGE | REVISION |   | PAGE | REVISION |   |
|-------|----------|---|------|----------|---|------|----------|---|
| Title | Original | * | 21   | Original | * | 52   | Original | * |
| Title | Original | * | 22   | Original | * | 53   | Original | * |
| 1     | Original | * | 23   | Original | * | 54   | Original | * |
| 2     | Original | * | 24   | Original | * | 55   | Original | * |
| 3     | Original | * | 25   | Original | * | 56   | Original | * |
| 4     | Original | * | 26   | Original | * | 7    | Original | * |
| 5     | Original | * | 27   | Original | * | 58   | Original | * |
| 6     | Original | * | 28   | Original | * | 59   | Original | * |
| 1     | Original | * | 29   | Original | * | 60   | Original | * |
| 2     | Original | * | 30   | Original | * | 61   | Original | * |
| 3     | Original | * | 31   | Original | * | 62   | Original | * |
| 1     | Original | * | 32   | Original | * | 63   | Original | * |
| 2     | Original | * | 33   | Original | * | 64   | Original | * |
| 3     | Original | * | 34   | Original | * | 65   | Original | * |
| 4     | Original | * | 35   | Original | * |      |          |   |
| 5     | Original | * | 36   | Original | * |      |          |   |
| 6     | Original | * | 37   | Original | * |      |          |   |
| 7     | Original | * | 38   | Original | * |      |          |   |
| 8     | Original | * | 39   | Original | * |      |          |   |
| 9     | Original | * | 40   | Original | * |      |          |   |
| 10    | Original | * | 41   | Original | * |      |          |   |
| 11    | Original | * | 42   | Original | * |      |          |   |
| 12    | Original | * | 43   | Original | * |      |          |   |
| 13    | Original | * | 44   | Original | * |      |          |   |
| 14    | Original | * | 45   | Original | * |      |          |   |
| 15    | Original | * | 46   | Original | * |      |          |   |
| 16    | Original | * | 47   | Original | * |      |          |   |
| 17    | Original | * | 48   | Original | * |      |          |   |
| 18    | Original | * | 49   | Original | * |      |          |   |
| 19    | Original | * | 50   | Original | * |      |          |   |
| 20    | Original | * | 51   | Original | * |      |          |   |

RESALE INTEREXCHANGE TOLL SERVICES

---

TABLE OF CONTENTS

|  | Page  |
|--|-------|
| TITLE SHEET .....  | Title |
| LIST OF MODIFICATIONS .....                                      | 1     |
| CHECK SHEET.....   | 2     |
| TABLE OF CONTENTS.....   | 3     |
| SYMBOLS.....   | 5     |
| APPLICATION OF TARIFF .....                                      | 6     |
| SECTION 1 DEFINITIONS.....                                       | 7     |
| SECTION 2 REGULATIONS.....                                       | 10    |
| 2.1 Undertaking of the Company.....                              | 10    |
| 2.2 Prohibited Uses.....   | 19    |
| 2.3 Obligations of the Customer.....                             | 20    |
| 2.4 Customer Equipment and Channels.....                         | 23    |
| 2.5 Customer Deposits and Advanced Payments .....                | 26    |
| 2.6 Payment Arrangements.....                                    | 28    |
| 2.7 Allowances for Interruptions in Service .....                | 38    |
| 2.8 Cancellation of Service.....                                 | 41    |
| 2.9 Customer Liability for Unauthorized Use of the Network ..... | 42    |
| 2.10 Use of Customer's Service by Others.....                    | 44    |
| 2.11 Transfers and Assignments.....                              | 45    |
| 2.12 Notices and Communications .....                            | 46    |
| 2.13 Operator Service Rules .....                                | 47    |
| 2.14 Telephone Surcharges.....                                   | 49    |

RESALE INTEREXCHANGE TOLL SERVICES

---

TABLE OF CONTENTS, (CONT'D.)

|   | Page |
|---|------|
| SECTION 3 MESSAGE TOLL SERVICE .....                  | 50   |
| 3.1 Description.....                                  | 50   |
| 3.2 Rates .....                                       | 50   |
| SECTION 4 INTRASTATE TOLL SERVICE .....               | 51   |
| 4.1 General.....                                      | 51   |
| 4.2 Timing of Calls .....                             | 51   |
| 4.3 Rate Periods .....                                | 51   |
| 4.4 Outbound Long Distance Service .....              | 52   |
| 4.5 Inbound Toll-Free Number Service.....             | 53   |
| 4.6 Calling Card Service.....                         | 54   |
| SECTION 5 MISCELLANEOUS .....                         | 55   |
| 5.1 Operator Services.....                            | 55   |
| 5.2 Busy Line Verify and Line Interrupt Service ..... | 57   |
| 5.3 Directory Assistance .....                        | 58   |
| 5.4 Primary Interexchange Carrier Change Charge ..... | 61   |
| 5.5 Restoration of Service.....                       | 61   |
| 5.6 Service Trip Charge .....                         | 61   |
| SECTION 6 SPECIAL ARRANGEMENTS.....                   | 62   |
| 6.1 Special Construction .....                        | 62   |
| 6.2 Individual Case Basis (ICB) Arrangements.....     | 65   |
| 6.3 Temporary Promotional Programs.....               | 65   |

RESALE INTEREXCHANGE TOLL SERVICES

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SYMBOLS

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

- C To signify changed regulation.
- D To signify decreased rate.
- I To signify increased rate.

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d/b/a Surfstone  
d/b/a Touch Base Communications

Telephone - PA P.U.C. Tariff No. 3  
Original Page 6

RESALE INTEREXCHANGE TOLL SERVICES

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APPLICATION OF TARIFF

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C. S., the Telecommunication's Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. This tariff sets for the service offerings, rates, terms and conditions applicable to the furnishing of resold toll telecommunications services by Spectrotel of Pennsylvania, LLC d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications ("the Company"), to business and residential customers to and from all points within the Commonwealth of Pennsylvania.

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RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 1 - DEFINITIONS

Access Line - A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which is assigned to a subscriber to the Company to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on their account.

Commission: The Pennsylvania Public Utility Commission

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or Spectrotel of Pennsylvania, LLC d/b/a One Touch Communications d/b/a Surfstone d/b/a Touch Base Communications, the issuer of this tariff.

Customer or Subscriber - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 1 - DEFINITIONS, (CONT'D.)

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Interconnection - The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service - Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or in any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Point of Presence ("POP") - Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises - The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communication needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 1 - DEFINITIONS, (CONT'D.)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

User or End User - A Customer, Joint User, or any other person authorized by Customer to use service provider under this tariff.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- C. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminate by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of law provision.
- F. Any other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- H. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall joint the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions as set forth in Section 2.7 of this tariff
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of the service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant State laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damages 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for - (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to his or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. Neither subscriber's landlord nor landlord's officers, agents, or employees, the building management or any party in interest to the lease under which the subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Correction.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with , the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1998 edition).

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable 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 Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments, (Cont'd.)

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - 1. two (2) month's charges for a service or facility which has a minimum payment period of one (1) month; or
  - 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. The deposit for a residential Customer shall not exceed \$50.00.
- C. A deposit may be required in addition to an advance payment.
- D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- E. All cash or cash-equivalent deposits from the date of deposit shall be paid interest thereon, commencing from the date of the payment to the date of the refund. The rate of interest on deposits shall be 6% annually without deduction for any taxes on such deposit.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date the Customer receives the invoice.
- B. The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period. Recurring Charges shall be due and payable within thirty (30) days after the date the invoice is received by the Customer.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service of facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, than a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.25% and is in compliance with Pa Code 52, §64.16.

- E. If paying by mail the due date is deemed to be postage date. If the due date falls on a Saturday, Sunday or bank holiday the due date shall be extended to the next business day.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

- A. The Company may discontinue service without notice for any of the following reasons:
1. If a Customer or User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
  2. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring liability.
  3. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring liability.
  4. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service, (Cont'd.)

- B. In all other circumstances, the Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class U.S. Mail that disconnection will take place within five (5) days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service. These regulations comply with 52 Pa. Code § 64.62.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Company's discontinuance of service to the Customer under Section 2.6.3.A. or 2.6.3.B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- E. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with thirty (30) days written notice.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company at least five (5) days oral or written notice of desire to terminate service. Notices should be sent to:

Spectrotel of Pennsylvania, LLC  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Telephone: 1-888-773-9722

2.6.5 Cancellation of Application for Service

- A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6) percent).

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 Cancellation of Application for Service

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A. through 2.6.5.C. will be calculated and applied on a case-by-case basis.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premise locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Backbilling Procedure

- A. The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, except as specified below.
- B. Subscriber's bill may include charges for service furnished up to five (5) months prior to the date of the bill for:
- collect calls;
  - credit card calls;
  - third party calls;
  - "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C. Subscriber's bill may include charges for service furnished up to one and a half (1.5) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishing and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.9 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding of the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bill have been mailed or otherwise rendered per the Company's normal course of business).

For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date, or if paying by mail the payment must be posted on the due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.E., preceding. If the due date falls on a Saturday, Sunday or bank holiday the due date shall be extended to the next business day.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.9 Billing Disputes, (Cont'd.)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves a billing dispute in favor of a Customer who has paid the total amount of the disputed bill but cancelled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of the compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement and/or compromise of all of the Customer's claims for the billing period for which the adjustments or refund was issued.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.9 Billing Disputes, (Cont'd.)

A. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following action:

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission:

The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P. O. Box 3265  
Harrisburg, Pennsylvania 17105-3265  
Telephone:(800) 692-7380

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service

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

2.7.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowances shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.1 Credit for Interruptions

D. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of at least 24 hours. Credit allowances will be calculated as follows:

- 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 referred to in paragraph (1). 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.
- When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the customer to the company.

Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.2 Limitations on Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

The Customer shall notify the Company of cancellation of service either in writing or orally. Upon cancellation or termination of service hereunder, the Customer will make the service or equipment available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies available to the Company, all obligations of the Customer will remain in force and effect until removal is accomplished. The Customer is responsible for payment of charges for services during such period.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when - (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

2.9.2 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enable the Customer or users(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C. The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- D. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. An credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- B. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred. Notices should be sent to:

Spectrotel of Pennsylvania, LLC  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Telephone: 1-888-773-9722

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable State laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Notices and Communications

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Operator Services Rules

2.13.1 The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- A. identify itself at the time the end-user accesses its services;
- B. upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  1. the operator service provider's name and address;
  2. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  3. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  4. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
  5. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
  6. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Operator Services Rules, (Cont'd.)

2.13.2 The Company will comply with the following provisions:

- A. Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end-users' access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Telephone Surcharges

2.14.1 General

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.14.2 Public Pay Telephone Surcharge

An undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to usage charges, applicable service and surcharges associated with the Company's service as set forth herein, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The applicable Public Pay Telephone Surcharge is \$0.30 per call.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 3 - MESSAGE TOLL SERVICE

3.1 Description

Message Toll Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the Commonwealth of Pennsylvania.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

3.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 5.

MTS calls are billed at a flat rate of \$0.059 per minute.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 4 - INTRASTATE TOLL SERVICES

4.1 General

The Company offers direct dialed (1+) outbound service, inbound toll-free number service, and travel card services for intrastate communications between telephones in different local calling areas within the Commonwealth of Pennsylvania in accordance with the terms of this tariff.

In addition, miscellaneous services such as Directory Assistance and Promotions may be made available to Customers of the Company.

Customers are billed based on their use of the Company's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day or week, and/or call duration.

4.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

4.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

4.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

4.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

4.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

4.2.5 The Company will not bill for unanswered calls, except calls that are picked up by a voice mail service or call forwarded. When a Customer indicates that he/she was billed for an incomplete call, not picked up by a voice mail service or call forwarded, the Company will reasonably issue credit for the call.

4.3 Rate Periods

All rates are applicable twenty-four (24) hours per day, seven (7) days per week.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 4 - INTRASTATE TOLL SERVICES, (CONT'D.)

4.4 Outbound Long Distance Service

Outbound Long Distance Service is a "1+" direct dial service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

4.4.1 Usage Charges

Usage rates are applied on a minute of use basis in accordance with 4.2, 4.3, and 4.4 preceding.

All intraLATA Toll calls are billed at a flat rate of \$0.099 per minute.

Monthly Service Fee    \$5.00

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 4 - INTRASTATE TOLL SERVICES, (CONT'D.)

4.5 Inbound Toll-Free Number Service

Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

4.5.1 Usage Charges

Usage charges apply on a minute of use basis, in accordance with 4.2, 4.3 and 4.4 preceding, to calls placed between local calling areas in the State.

All Inbound Toll-Free Number Service calls are billed at a flat rate of \$0.099 per minute.

Monthly Service Fee    \$5.00

In addition to these rates, and pursuant to 2.14.2 preceding, the Customer will be assessed a Public Pay Telephone Surcharge when Inbound Toll-Free Number Service is used from a public pay telephone.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 4 - INTRASTATE TOLL SERVICES, (CONT'D.)

4.6 Calling Card Service

Calling Card Service allows a Customer to complete Outbound Long Distance calls from any location within the State from which the caller can dial the appropriate access code(s) and may be placed to any location within the State.

4.6.1 Usage Charges

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

Calling Card calls are billed at a flat rate of \$0.175 per minute.

In addition to these rates, and pursuant to 2.14.2 preceding, the Customer will be assessed a Public Pay Telephone Surcharge when Calling Card Service is initiated from a public pay telephone.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES

5.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, to users accessing pre-subscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

5.1.1 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end-user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.1 Operator Services, (Cont'd.)

5.1.2 Rates

|  |        |
|--|--------|
| Person-to-Person                       | \$3.50 |
| Station-to-Station                     | \$1.75 |
| Operator Dialed Charge                 | \$3.50 |
| Billed to Non-Proprietary Calling Card | \$0.75 |

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.2 Busy Line Verify and Line Interrupt Service

5.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and request interruption.

5.2.2 Regulations

- A. A charge will apply when:
  - 1. The operator verifies that the line is busy with a call in progress.
  - 2. The operator verifies that the line is available for incoming calls.
  - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B. No charge will apply:
  - 1. When the calling party advises that the call is to or from an official public emergency agency.
  - 2. Under conditions other than those specified in 5.2.2(A) preceding.
- C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

5.2.3 Rates

|  | Per Request Charges |
|--|---------------------|
| Busy Line Verify Service<br>(each request)                         | \$1.40              |
| Busy Line Verify and Busy Line<br>Interrupt Service (each request) | \$2.00              |

5.3 Directory Assistance

5.3.1 General

Directory Assistance (DA) services or DA call means information given to a customer of the company to provide such customers with a telephone number. Rates may apply to calls originating in Pennsylvania that are placed to appropriate intrastate directory assistance (DA) telephone numbers to request information on phone numbers within the state.

Certain calls, as described below, are exempt from any applicable rates.

No more than 2 telephone numbers may be requested per call to DA service.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.3 Directory Assistance, (Cont'd.)

5.3.2 Call Allowance

A call allowance to DA service will be provided as follows:

- A. Ten directed-dialed calls for each residence exchange line, business main telephone exchange line, PBX trunk line per month;
- B. The call allowance for Centrex main station lines is ten calls per equivalent number of PBX trunks. The number of equivalent PBX trunks for each Centrex system is determined in accordance with the PBX Equivalency Table below;

| <u>Main Station Lines</u> | <u>Trunks</u> | <u>Main Station Lines</u>             | <u>Trunks</u> |
|---------------------------|---------------|---------------------------------------|---------------|
| 1                         | 1             | 87-98                                 | 15            |
| 2                         | 2             | 99-111                                | 16            |
| 3                         | 3             | 112-125                               | 17            |
| 4-6                       | 4             | 126-139                               | 18            |
| 7-10                      | 5             | 140-155                               | 19            |
| 11-15                     | 6             | 156-171                               | 20            |
| 16-21                     | 7             | 172-189                               | 21            |
| 22-28                     | 8             | 190-207                               | 22            |
| 29-36                     | 9             | 208-225                               | 23            |
| 37-45                     | 10            | 226-243                               | 24            |
| 46-54                     | 11            | 244-262                               | 25            |
| 55-64                     | 12            | 263-281                               | 26            |
| 65-75                     | 13            | 282-300                               | 27            |
| 76-86                     | 14            | Each add'l 18,<br>or fraction thereof | 1             |

- C. If a customer has two or more main telephone exchange lines, Centrex station lines or PBX trunk lines terminating at the same premises, connected to the same central office, in the same building period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.3 Directory Assistance, (Cont'd.)

5.3.3 Exemptions

Calls to DA are exempt from rates and regulations when placed from the following locations:

- A. A residential main telephone exchange line which is in the name of an elderly person aged 65 years old or older;
- B. A single registered business or residence main telephone exchange line of a handicapped user. A customer may be registered for exemption with the carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 #126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line, and not directly dialed, will also be exempt.
- C. All coin-operated (pay) telephones;
- D. Exchange lines of the Commonwealth of Pennsylvania and its political subdivisions.
- E. Directory assistance calls for telephone numbers which are non-directory listed and/or non-listed and non-published are exempt from the rate, are exempt from rates, and shall not be included in the ten-call allowance.

5.3.4 Rates

|  |             |
|--|-------------|
| Direct-dialed DA calls, in excess of the call allowance    | \$1.50 each |
| Operator-assisted DA calls in excess of the call allowance | \$1.50 each |
| National DA  | \$1.50 each |

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 5 - MISCELLANEOUS SERVICES, (Cont'd.)

5.4 Primary Interexchange Carrier Change Charge

The Customer will incur a Primary Interexchange Carrier Change charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service. The Customer has up to thirty (30) days to change the PICC. If the Customer simultaneously changes their intraLATA and interLATA Primary Interexchange Carrier, only one charge will apply.

|   |        |
|---|--------|
| Primary Interexchange Carrier Change Charge | \$5.00 |
|---|--------|

5.5 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of non-payment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

| Per occasion | Non-Recurring |             |
|--------------|---------------|-------------|
|              | Business      | Residential |
|              | \$16.00       | \$16.00     |

5.6 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

|  | Non-Recurring |             |
|--|---------------|-------------|
|  | Business      | Residential |
| Per first 30 minutes or fraction thereof | \$24.75       | \$26.13     |
| Per next 15 minutes or fraction thereof  | \$12.38       | \$13.06     |

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. Non-recurring type charges;
- B. Recurring type charges;
- C. Termination liabilities; or
- D. combination thereof.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction, (Cont'd.)

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction, (Cont'd.)

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - a. equipment and materials provided or used,
    - b. engineering, labor and supervision,
    - c. transportation, and
    - d. rights of way;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing, and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B. preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

RESALE INTEREXCHANGE TOLL SERVICES

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SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis subject to the approval of the Commission.

6.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customer subject to the approval of the Commission. The provisions for a promotional offering shall indicate the form and the duration of the promotional offering available to Customers and the notice period.