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March 15, 2002

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Mr. James J. McNulty
Secretary
Commonwealth of Pennsylvania Public Utility Commission
North Building
Commonwealth Avenue & North Street
Harrisburg, PA 17105

Re: Local Tariff of SNiP Link LLC

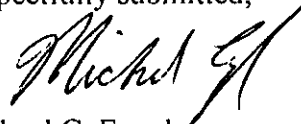
Dear Mr. McNulty:

A-310820

Enclosed please find an original and three (3) copies of SNiP Link LLC's ("SNiP") final local tariff. Pursuant to the request of Mr. Larry Lacey, each page of this tariff is labeled as an "Original" page. Note that this tariff implements the authority granted on September 30, 1999, in Docket No. A-310820, and pursuant to the Commission's Model Lifeline Tariff Order, has been revised to provide *Lifeline* and *Link Up America* services for its customers in compliance with FCC and Commission requirements.

Also enclosed is a duplicate of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return in the envelope provided. If you have any questions, I may be reached at (202) 955-9600.

Respectfully submitted,



Michael C. Engel

Enclosures

91

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A-310820

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE, DATA
AND PRIVATE LINE SERVICES
WITHIN
THE STATE OF PENNSYLVANIA
ISSUED BY

SNiP Link, LLC

This tariff contains the description, regulations and rates for the furnishing of competitive local exchange telecommunications services provided by SNiP Link, LLC, with principal offices at 100-A Twinbridge Drive, Pennsauken, NJ 08110. This tariff applies for local exchange telecommunications services on a statewide basis, excepting those exchanges served by companies that have had interconnection obligations suspended by the Commission, and specifically excluding the service territory of Commonwealth Telephone Company, and as set forth in Appendix A attached hereto. This tariff is on file with Pennsylvania Public Utility Commission, located at North Office Building, Harrisburg, PA 17120 (717) 787-1740. Copies may be inspected during normal business hours at the Company's principal place of business in Pennsauken, New Jersey.

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MAR 22 2002

Issued: March 18, 2002

Effective: March 19, 2002

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SNiP Link, LLC
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Pennsauken, NJ 08110

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (I) To signify a change
- (D) To signify a rate decrease
- (C) To signify a rate increase

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring:

None

Connecting:

None

Other Participating Carriers:

None

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100-A Twinbridge Drive
Pennsauken, NJ 08110

Effective: March 19, 2002

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by SNiP Link, LLC, hereinafter referred to as the Company or SNiP, to Customers within the State of Pennsylvania. This tariff applies for local exchange telecommunications services on a statewide basis, excepting those exchanges served by companies that have had interconnection obligations suspended by the Commission, specifically excluding the service territory of Commonwealth Telephone Company, and as set forth in Appendix A attached hereto.

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Director of Telecommunications Sales
SNiP Link, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Block: Allows the Customer to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive incoming calls.

Call Forwarding: Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

DEFINITIONS (Cont'd)

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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DEFINITIONS (Cont'd)

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Trace: Allows a called party to initiate an automatic trace of the last call received.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash. Customer option to cancel or override Call Waiting on a per call basis is included free of charge.

Caller ID: Caller ID Service is an optional feature which allows a subscriber to see the telephone number of an incoming call displayed in the Customer provided-unit. The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and nonpublished telephone numbers. The telephone numbers that will not be displayed to the Caller ID Subscriber are: (1) calls from Customers who use Per-Call Blocking or Subscriber to Per-Line Blocking; (2) calls from Customers located in central offices not a part of SS7 Signalling System; (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number is unavailable.

Collocation: Customer contracts to place customer provided equipment at SNiP's collocation space(s). These locations are at the following addresses:

100-A Twinbridge Drive
Pennsauken, NJ 08110
AND
401 North Broad Street
Suite 990
Space A1
Philadelphia, PA

Commission: Pennsylvania Public Utility Commission.

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

Company or SNiP: SNiP Link, LLC, the issuer of this tariff.

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DEFINITIONS (Cont'd)

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial Tone Line Connection: Dial Tone Line Connection includes, but is not limited to, making or changing connections in a Central Office and making or changing connections in distribution facilities between the Central Office and the Rate Demarcation Point. It also includes the necessary cross connections, line transfers and normal placement of the Network Interface Device (NID) or equivalent.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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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.

Home Intercom: Allows telephone extension sharing of the same telephone number to be issued as an intercom system.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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 any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signalling between telephone switches, or between telephone switches and PBX/key systems.

Non-Listed Telephone Service: Provides Customers the option of being listed on Directory Assistance records, but the listing will not appear in the local directory.

Priority Call: Provides one distinctive audible signal to the called Customer when the Customer receives a call from one of up to six prespecified telephone numbers.

Private Telephone Number Service: Provides Customers the option of omitting their telephone number from the Directory and from Directory Assistance records.

Repeat Call: Allows a caller to dial the last outgoing call.

Return Call: Allows a calling party to return automatically the most recent incoming call. If that line is found busy, a 30-minute queuing process begins, and the Network automatically attempts to complete the call.

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

Select Forward: Allows the Customer to select a maximum of six telephone numbers for forwarding. The Customer activates this service by dialing a code to create a screening list via an interactive dialing sequence.

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 that 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.

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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.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person or entity accessing or utilizing the services furnished by the Company to the Customer under this tariff.

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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 voice transmission between points within the State of Pennsylvania. Service is available only to Customers located in the service areas specified in Appendix A of this tariff.

Customers and users may use services 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's network in order to originate or terminate its own services, or to communicate with its own Customers.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

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.
- C) The Company will provide service only in areas and to the extent that service is made available for resale by the underlying facilities-based carrier from whom the Company purchases underlying transmission services. This tariff shall not be construed to require the Company to provide any service for which it is unable to obtain the necessary underlying transmission services.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 TERMS AND CONDITIONS

- A) For the purpose of computing charges in this tariff, a month is considered to have 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.
- C) A residential Customer who wishes to have service discontinued shall give at least five (5) days oral or written notice to the Company, specifying the date on which it is desired to have service terminated. The Customer shall retain responsibility for service and equipment until the day and time on which service is discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and services rendered.
- D) 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 terminated by either party upon 15 days' written notice by the Company or five (5) days written notice by the Customer. 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.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 TERMS AND CONDITIONS (Cont'd)

- E) 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.

- F) Upon suspension of service, the Company shall provide the Customer with a termination notice detailing the termination date and time and how the Customer may have service restored. The termination notice will include a medical emergency restoration notice explaining how Customers with medical emergencies may delay termination of basic service.

- G) This tariff shall be interpreted and governed by the laws of the state of Pennsylvania regardless of its choice of laws provision.

- H) Notwithstanding the provisions of this Section, the Company will comply with the rules and regulations of the Commission.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY

- A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.

- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any Commission, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, telecommunications services or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless against any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

- G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. Notwithstanding any other provision of this tariff, in no event shall the Company's liability for any claim, loss, damage or expense from any carrier whatsoever exceed the service provider's liability described in the applicable tariffs of Bell Atlantic for the telecommunications services resold by Company. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. Except in instances of gross negligence or willful misconduct of the Company's agents or employees, the Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits or any kind or nature whatsoever arising out of any defects or any other cause.

- H) Under no circumstances shall this tariff be construed to make Bell Atlantic liable to the Customer for any indirect, special, incidental, consequential, or other damages including, but not limited to, harm to business, lost revenues, lost profits, lost savings, or other commercial or economic loss, whether foreseeable or not and regardless of notification of the possibility of such damages.

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY OF THE COMPANY (Cont'd)

- 1) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

2.1.5 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the 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 an 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.

REGULATIONS

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 it was provided by the Company.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6 PROVISION OF EQUIPMENT AND FACILITIES (Cont'd)

- 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.

- 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.

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REGULATIONS

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.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this tariff, the Company may arrange, on a reasonable effort basis, for the special construction of facilities 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 provide;
- 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.

REGULATIONS

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.

2.2 PROHIBITED USES

- A) 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.
- B) 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 laws and Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) 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.

REGULATIONS

2.2 PROHIBITED USES (Cont'd)

- E) Residential services offered by the Company shall not be used by persons not eligible to subscribe to residential services under the applicable tariffs of the Company's underlying service providers. The Company may require the Customer to provide adequate proof of its compliance with any applicable eligibility criteria.

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) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross 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;

REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 GENERAL (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication 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 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. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

REGULATIONS

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-provided 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.

REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.2 CLAIMS

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

REGULATIONS

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 Connection.

- 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.

REGULATIONS

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 Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication 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 that 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 (1995 edition).

REGULATIONS

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 or its agent 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 or its agents 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 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.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS

2.5.1 PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, gross revenues, excise, access, universal service or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) including the Federal Subscriber Line Charge (SLC) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 BILLING AND COLLECTION OF CHARGES

- A) Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.2 BILLING AND COLLECTION OF CHARGES (Cont'd)

- 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 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or 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.
- E) 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 that are not immediately available, then 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 the lesser of the highest percentage allowable by the Commission or a late factor of 1.5% per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G) The Customer will have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. Pending resolution of a dispute, the disputing party shall be required to pay the undisputed portion of all bills. Amounts ultimately determined to have been overpaid by the disputing party shall be reimbursed with interest at the tariff rate. If the dispute cannot be resolved to the mutual satisfaction of the Customer and Company, the Customer may file a complaint with the Commission's Bureau of Consumer Services, at the following address: Pennsylvania Public Utility Commission, Bureau of Consumer Services, P.O. Box 3265, Barto Building, 231 State Street, Harrisburg, P.A. 17105, (717) 783-5187 or (800) 782-1110.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.2 BILLING AND COLLECTION OF CHARGES (Cont'd)

H) If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 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 equal to the non-recurring charge(s) and two months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated 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.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.4 DEPOSITS

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. The Company shall provide an explanation of applicable credit and deposit procedures to each Customer or applicant for service. If a deposit or payment of an outstanding residential account is required before furnishing service, the Company shall inform the applicant in writing of the reasons for denial of credit and how to obtain service. Existing Customers will be informed of the reasons for denial of credit before suspension of service. 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) the lesser of two months' average usage charges or \$50.00 for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) 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.
- D) Deposits will accrue interest at a rate specified by the Pennsylvania Public Service Commission. Interest is credited to the Customer annually or upon termination of service. Interest will not accrue on any deposit after the date on which reasonable effort has been made by the Company to return the deposit to the Customer.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.5 DISCONTINUANCE OF SERVICE

- A) Upon nonpayment of any amounts owing to the Company, the Company may suspend service by giving 15 days prior written notice to the Customer. In the event payment is not received within 10 days of the suspension of service, the Company may terminate service without incurring any liability. The Company shall provide a final notice of termination of service 2 days before the proposed discontinuance.

- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period. The Customer will receive at least 7 days written notice prior to suspension regardless of the grounds upon which suspension is sought (except in cases of a Customer's failure to comply with the material terms of a payment agreement for toll or nonbasic service or both), unless such grounds involve the endangerment of a person or the possibility of physical harm to the Company's service delivery system. When at least 10 days have passed since suspension of the service, the Company may, after giving proper notice, terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

- 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.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.5 DISCONTINUANCE OF SERVICE (Cont'd)

- D) 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 discontinue or suspend service without incurring any liability. The Customer will receive at least 7 days written notice prior to suspension regardless of the grounds upon which suspension is sought (except in cases of a Customer's failure to comply with the material terms of a payment agreement for toll or nonbasic service or both), unless such grounds involve the endangerment of a person or the possibility of physical harm to the Company's service delivery system. When at least 10 days have passed since suspension of the service, the Company may, after giving proper notice, terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

- E) 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 discontinue service without incurring any liability. The Customer will receive at least 7 days written notice prior to suspension regardless of the grounds upon which suspension is sought (except in cases of a Customer's failure to comply with the material terms of a payment agreement for toll or nonbasic service or both), unless such grounds involve the endangerment of a person or the possibility of physical harm to the Company's service delivery system. When at least 10 days have passed since suspension of the service, the Company may, after giving proper notice, terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

- F) In the event of fraudulent use of the Company's network, the Company will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision. The Customer will receive at least 7 days written notice prior to suspension regardless of the grounds upon which suspension is sought (except in cases of a Customer's failure to comply with the material terms of a payment agreement for toll or nonbasic service or both), unless such grounds involve the endangerment of a person or the possibility of physical harm to the Company's service delivery system. When at least 10 days have passed since suspension of the service, the Company may, after giving proper notice, terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(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 that 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.

Issued: March 18, 2002

Effective: March 19, 2002

Issued by: Joseph Polito, Jr.
Director of Telecommunications Sales
SNiP Link, LLC
100-A Twinbridge Drive
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REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

2.5.6 CANCELLATION OF APPLICATION FOR SERVICE

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 incurred by the Company 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 others levy against the Company that would have been chargeable to the Customer had service commenced.
- 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 by the Company 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 Sections 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.