

MAXWELL, BAKER & McFATRIDGE, P.C.

ATTORNEYS AT LAW  
2525 SOUTH SHORE BLVD., SUITE 410  
LEAGUE CITY, TEXAS 77573

KJR

KYLE L. DICKSON  
Shareholder  
kdickson@maxwellbaker.com

TELEPHONE (281) 521-2000  
FACSIMILE (281) 521-2010

GALVESTON OFFICE (409) 765-7446  
FACSIMILE (409) 762-8519

ORIGINAL

April 27, 1999

A-310804

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APR 29 1999

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

CHERR P 159 640891  
VIA ~~FEDERAL EXPRESS~~

Pennsylvania Public Utility Commission  
Room B20, North Office Bldg.  
North & Commonwealth Streets  
P. O. Box 3265  
Harrisburg, Pennsylvania 17105-3265

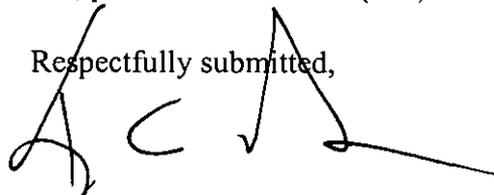
Re: *Application of DPI-Teleconnect, L.L.C., for Approval to Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth Pennsylvania*

Dear Sir or Madam:

Enclosed herewith for filing on behalf of *DPI-Teleconnect, L.L.C.*, is an original and (4) copies of an Application for Approval to Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth Pennsylvania. Also enclosed is our firm's check in the amount of \$250.00 to cover your filing fee.

Please date-stamp the extra copy of this Application and return to the undersigned in the self-addressed stamped envelope. If you have any questions, please contact me at (281) 521-2000.

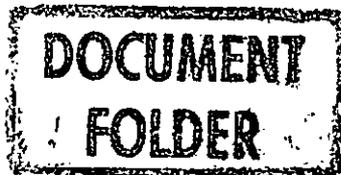
Respectfully submitted,



Kyle L. Dickson

Enclosures

S:\WPDOCS\KLD\Telecom Clients\DPI\APPLIC\pennpuc.029.wpd



58

Pennsylvania Public Utility Commission  
Page 2

- cc: Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120
- cc: Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101
- cc: Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120
- cc: John O Dudley, Regional Director  
External Affairs  
GTE North, Inc.  
212 Locust Street, Suite 600  
P. O. Box 12060  
Harrisburg, PA 17108
- cc: Julia A. Conover, Esquire  
Bell Atlantic - PA  
Floor 32N, 1717 Arch Street  
Philadelphia, PA 19103
- cc: Michael P. Sharry, Regulatory Manager  
Commonwealth Telephone Company  
100 Center Drive  
Dallas, PA 18612-9774
- cc: John G. Short, Esquire  
Sprint/United  
1201 Walnut Bottom Road  
P. O. Box 1201  
Carlisle, PA 17013

# ORIGINAL

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF  
DPI-TELECONNECT, L.L.C.  
FOR APPROVAL TO OFFER, RENDER,  
FURNISH, OR SUPPLY  
TELECOMMUNICATIONS SERVICES  
AS A COMPETITIVE LOCAL  
EXCHANGE CARRIER TO THE  
PUBLIC IN THE COMMONWEALTH  
PENNSYLVANIA

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A-310804

RECEIVED

APR 29 1999

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

To the Pennsylvania Public Utility Commission:

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

*dPi-TELECONNECT, L.L.C.*  
2997 LBJ Frwy., Suite 225  
Dallas, Texas 75234  
(972) 488-5500  
(972) 488-8636 Fax

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

*None*

2. CONTACT PERSON: The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

*Kyle L. Dickson*  
*Maxwell, Baker & McFatridge, P.C.*  
*2525 South Shore Blvd., Suite 410*  
*League City, Tx 77573*  
*(281) 521-2000 (Telephone)*  
*(281) 521-2010 (Fax)*

KJR

DOCKETED

MAY 14 1999

DOCUMENT  
FOLDER

Registered Agent in Pennsylvania:  
CT Corporation Systems  
1635 Market Street  
Philadelphia, Pennsylvania 19103  
(215) 735-7861

3. FICTITIOUS NAME:  
(select and complete appropriate box.)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

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

Attached as Exhibit "A"

The Applicant will not be using a fictitious name.

4. BUSINESS ENTITY and DEPARTMENT OF STATE FILINGS:  
(select and complete appropriate box.)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa.C.S. §4124 relating to Department of State filing requirements.

<or>

The Applicant is a:

- domestic general partnership (\*)
- domestic limited partnership (15 Pa.C.S. §8511)
- foreign general or limited partnership (15 Pa.C.S. §4124)
- domestic limited liability partnership (15 Pa.C.S. §8201)
- foreign limited liability general partnership (15 Pa.C.S. §8211)
- foreign limited liability limited partnership (15 Pa.C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

\* \_\_\_\_ If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa.C.S. §4124.

<or>

X The Applicant is a:

- \_\_\_\_ domestic corporation (non)
- \_\_\_\_ foreign corporation (15 Pa.C.S. §4124)
- \_\_\_\_ domestic limited liability company (15 Pa.C.S. §8913)
- X foreign limited liability company (15 Pa.C.S. §8981)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name and address of officers.

*David Britton Dorwart*  
*President*

*David Michael Pikoff*  
*Vice President*

*David Britton Dorwart*  
*Secretary*

*David Michael Pikoff*  
*Treasurer*

The Applicant is a privately-held limited liability corporation, organized under the laws of the State of Delaware.

5. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:  
(select and complete appropriate box.)

\_\_\_\_ Affiliate(s) of the Applicant doing business in Pennsylvania are:

*Not applicable*

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional affiliate(s).

\_\_\_\_\_ If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional predecessor(s).

*Not applicable*

<or>

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

6. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: (select and complete the appropriate box.)

\_\_\_\_\_ Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are:

*Not applicable*

Give name and address of the affiliate(s)

\_\_\_\_\_ Predecessor(s) of the Applicant which rendered public utility service in any jurisdiction other than Pennsylvania are:

Give name and address of predecessor(s)

<or>

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

7. TRANSACTIONS WITH AFFILIATES:  
(select and complete appropriate box.)

\_\_\_\_\_ Identify any affiliate(s) which provide services to or receive services from the Applicant. Describe the nature of the services and how the transactions between or among affiliates will be handled.

<or>

X The Applicant has no affiliates providing service to or receiving services from Applicant.

8. APPLICANT'S PRESENT OPERATIONS:  
(select and complete appropriate box.)

\_\_\_\_\_ The Applicant is presently doing business in Pennsylvania as a jurisdictional public utility pursuant to authority at Docket No. \_\_\_\_\_ as a:

\_\_\_\_\_ Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.

\_\_\_\_\_ Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.

\_\_\_\_\_ Interexchange Carrier, e.g., providing all toll services as a facilities-based carrier.

\_\_\_\_\_ Competitive Local Exchange Carrier, e.g., providing local exchange services as a facilities-based carrier or as a reseller in an area previously served by an incumbent local exchange carrier.

\_\_\_\_\_ Local Exchange Carrier, providing local exchange service as a facilities-based carrier within a defined service territory.

\_\_\_\_\_ Other. (Identify the nature of public utility service being rendered.)

<or>

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

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

\_\_\_\_\_ Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.

\_\_\_\_\_ Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.

\_\_\_\_\_ Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.

X Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.

\_\_\_\_\_ Other. (Identify the nature of public utility service to be rendered.)

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross reference each other. At the time of filing, the Applicant may petition the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code §5.43, to waive the provisions of Section 1.34 and 1.43, 52 Pa. Code §§1.34 & 1.43, which require a separate application fee for each application (i.e., multiple fees), and to seek authorization for the payment of one application fee.

10. PROPOSED SERVICES: Describe the services which the Applicant proposes to offer.

*Applicant plans to provide on a resale basis, pre-paid monthly recurring, flat-rate residential local exchange service, including extended area service, custom calling services, and any other services available on a resale basis from the underlying incumbent local exchange carriers ("LECs"), as well as pre-paid long distance. Applicant will not construct, own or lease any facilities for the provision of its local services.*

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services.

*Applicant hereby requests authority to provide resold local exchange telecommunications services throughout the State of Pennsylvania.*

Additionally, the Applicant asserts that if <will or will not> be a rural telephone company. State which provision of the federal Telecommunications Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

12. MARKET: Describe the customer base to which the Applicant proposes to market its services.

*Residential Customers and small business customers*

13. INITIAL TARIFF: Attach to the Application a proposed Initial Tariff setting forth the rules and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 9, above.

14. FINANCIAL: Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

*Applicant is financially qualified to provide resold telecommunications services in the State. Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Attached hereto as*

*Exhibit "B" are copies of DPI's most recent income statements and balance sheets. This Exhibit is offered to demonstrate Applicant's financial ability to provide the proposed services.*

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

*See Exhibit "C"*

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

*David M. Pikoff, Vice President  
2997 LBJ Frwy., Suite 225  
Dallas, Texas 75234  
(972) 488-5500  
(972) 488-8636 FAX*

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

*2997 LBJ Frwy., Suite 225  
Dallas, Texas 75234*

15. START DATE: The Applicant proposes to begin offering services on 4/1/99.
16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

*None*

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing public utility service within the Commonwealth.

17. NOTICE: Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa.Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Office of Trial Staff -- 1 copy  
Office of Special Assistants -- 1 copy  
Bureau of Consumer Services -- 1 copy  
Bureau of Fixed Utility Services -- 1 copy

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Pursuant to Sections 1.57 of the commission's Regulations 52 Pa.Code §§1.57 & 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa.Code §5.14.

18. ATTORNEY: If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

*Kyle L. Dickson  
Brenda J. Barr  
Pennsylvania Bar No. 74829  
Maxwell, Baker & McFatridge, P.C.  
2525 South Shore Blvd., Suite 410  
League City, Tx 77573  
(281) 521-2000 (Telephone)  
(281) 521-2010 (Fax)*

19. AFFIDAVIT: Attach to the Application (see attached).
20. Federal Telecommunications Act of 1996: State whether the Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

*Applicant is a provider of resold local telecommunications services.*

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

*None*

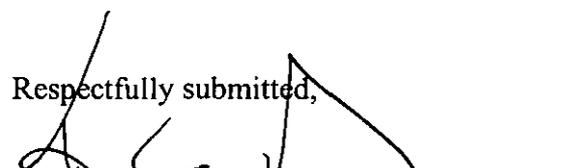
22. CONTACT FOR RESOLVING COMPLAINTS: Provide the name, address, telephone number, and FAX number for the person and an Alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the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

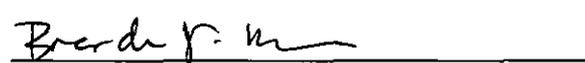
*David M. Pikoff*  
DPI-Teleconnect, L.L.C.  
2997 LBJ Freeway, Ste. 225  
Dallas, Tx 75234  
(972) 488-5500 (Telephone)  
(972) 488-8636 (Fax)

*Kyle L. Dickson*  
Maxwell, Baker & McFatridge, P.C.  
2525 South Shore Blvd., Suite 410  
League City, Tx 77573  
(281) 521-2000 (Telephone)  
(281) 521-2010 (Fax)

23. FALSIFICATION: The Applicant understands that the making of false statement herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§4903 and 4904, relating to perjury and falsification in official matters.
24. CESSATION: The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Respectfully submitted,

  
\_\_\_\_\_  
Kyle L. Dickson  
Maxwell, Baker & McFatridge, P.C.  
2525 South Shore Blvd., Suite 410  
League City, Texas 77573  
(281) 521-2000  
(281) 521-2010 (FAX)

  
\_\_\_\_\_  
Brenda J. Barr  
Pennsylvania Bar No. 74829  
Maxwell, Baker & McFatridge, P.C.  
2525 South Shore Blvd., Suite 410  
League City, Texas 77573  
(281) 521-2000  
(281) 521-2010 (FAX)

**AFFIDAVIT**

State of Texas

§

County of Galveston

§

SS.

§

I, David M. Pikoff, Affiant, being duly sworn according to law, deposes and says that:

I am the Vice President of DPI-Teleconnect, L.L.C.;

I am authorized to and do make this affidavit for said corporation;

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

That DPI-Teleconnect, L.L.C., Applicant herein, asserts that it possesses the requisite technical managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

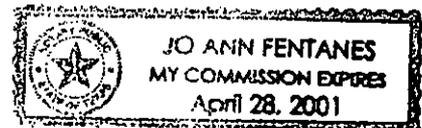
That the facts above set forth are true and correct to the best of my knowledge, information, and belief and that I expect said corporation to be able to prove the same at any hearing hereof.

*David M. Pikoff*  
David M. Pikoff

Sworn and subscribed before me this 18<sup>th</sup> day of February, 1999.

*Jo Ann Fentanes*  
Signature of official administering oath

My commission expires 4-28-01.



VERIFICATION

State of TEXAS

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§  
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SS.

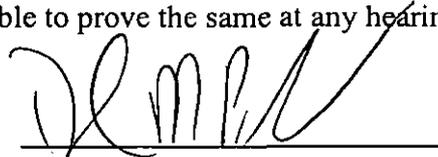
County of Galveston

I, David M. Pikoff, Affiant, being duly sworn according to law, deposes and says that:

I am the Vice President of DPI-TELECONNECT, L.L.C.;

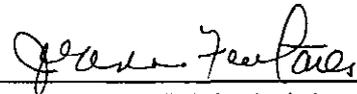
I am authorized to and do make this affidavit for said corporation;

The facts above set forth are true and correct to the best of my knowledge, information, and belief and I expect said corporation to be able to prove the same at any hearing hereof.



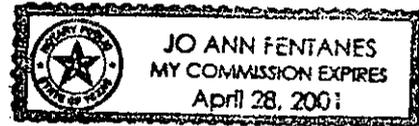
David M. Pikoff

Sworn and subscribed before me this 18<sup>th</sup> day of FEBRUARY, 1999.



Signature of official administering oath

My commission expires 4-28-01.



**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of §1.54 (relating to service by a participant).

Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

**ILECS**

John O Dudley, Regional Director  
External Affairs  
GTE North, Inc.  
212 Locust Street, Suite 600  
P. O. Box 12060  
Harrisburg, PA 17108

Julia A. Conover, Esquire  
Bell Atlantic - PA  
Floor 32N, 1717 Arch Street  
Philadelphia, PA 19103

Michael P. Sharry, Regulatory Manager  
Commonwealth Telephone Company  
100 Center Drive  
Dallas, PA 18612-9774

John G. Short, Esquire  
Sprint/United  
1201 Walnut Bottom Road  
P. O. Box 1201  
Carlisle, PA 17013

**RECEIVED**

**APR 29 1999**

Dated this 27 day of April, 1999.

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



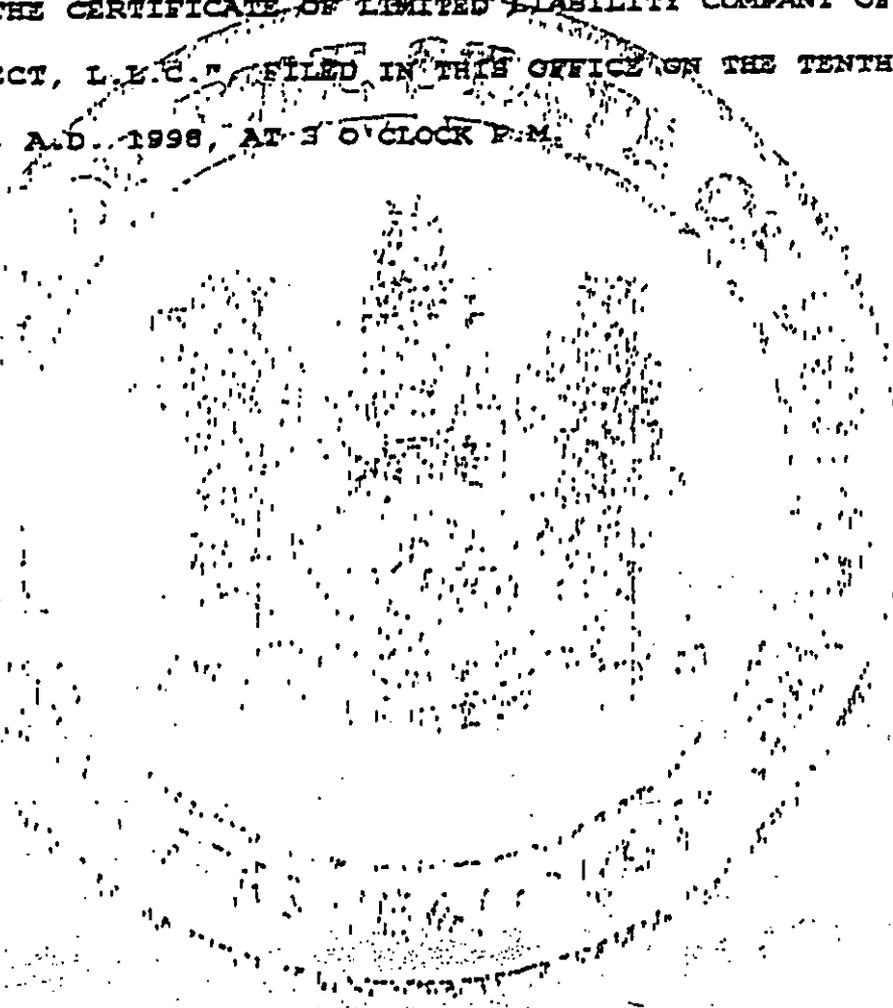
Kyle L. Dickson  
Attorney for dPi-Teleconnect, L.L.C.

**EXHIBIT A**

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "DPI TELECONNECT, L.L.C." FILED IN THIS OFFICE ON THE TENTH DAY OF DECEMBER, A.D. 1998, AT 3 O'CLOCK P.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2977577 8100

981476605

AUTHENTICATION: 9455881

DATE: 12-11-98

**CERTIFICATE OF FORMATION  
OF  
dPi Teleconnect, L.L.C.**

The undersigned, acting as the organizer of a Delaware limited liability company, dPi Teleconnect, L.L.C., under the Delaware Limited Liability Company Act, certifies as follows:

1. The name of the limited liability company is "dPi Teleconnect, L.L.C."
2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The company shall exist from the date of filing of this Certificate of Formation with the Secretary of State of Delaware until the certificate is canceled.
4. The nature of the business or purposes to be conducted or promoted is to engage in any lawful business or activity for which limited liability companies may be organized under the Delaware Limited Liability Company Act.
5. The company is to be managed by its members pursuant to a written agreement among the members.

IN WITNESS WHEREOF, the undersigned hereby certifies that he is executing this Certificate this 10th day of December, 1998 in connection with the formation of dPi Teleconnect, L.L.C. as a limited liability company under the Delaware Limited Liability Company Act, and declares that the facts herein stated are true and correct.

By: David B. Dorwart  
 DAVID B. DORWART  
 Authorized Person

IN WITNESS WHEREOF, the undersigned hereby certifies that he is executing this Certificate this 10th day of December, 1998 in connection with the formation of dPi Teleconnect, L.L.C. as a limited liability company under the Delaware Limited Liability Company Act, and declares that the facts herein stated are true and correct.

Microfilm Number \_\_\_\_\_

Filed with the Department of State on

JAN 20 1999

Entity Number \_\_\_\_\_

*Kim D'Amico*  
ACTING Secretary of the Commonwealth

### APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

DSCB:15-8981 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8981 (relating to registration), the undersigned foreign limited liability company, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company is: dPi Teleconnect, L.L.C.

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

3. The name of the jurisdiction under the laws of which the limited liability company was organized and the date of its formation are:

Jurisdiction: Delaware Date of Formation: December 10, 1998

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

(a) \_\_\_\_\_  
Number and Street City State Zip County  
(b) c/o: C T CORPORATION SYSTEM Philadelphia  
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

5. (Check and complete one of the following):

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

1209 Orange Street Wilmington Delaware 19801  
Number and Street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

\_\_\_\_\_  
Number and Street City State Zip

6. (Strike out if inapplicable): The company is a restricted professional company organized to render the following restricted professional service(s):

DSCB:15-8981 (Rev 95)-2

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Application for Registration as a Foreign Limited Liability Company to be signed by a duly authorized member or manager thereof this 14<sup>th</sup> day of

Jan, 19 99.

dPi Teleconnect, L.L.C.  
(Name of Limited Liability Company)

BY: [Signature]

TITLE: Vice-President

**EXHIBIT B**

**DPI-TELECONNECT, INC.**  
**MANAGEMENT RESUMES**

**DAVID B. DORWART**

Prior to beginning his Telecom career, Mr. Dorwart was Vice President of Strategic Initiatives for Thorn Americas, which did business as Rent A Center, Remco and Advantage Edge. He began his career with Thorn Americas in 1987, and was promoted from entry level management to Vice President and prior to his departure in July of 1998 was General Manager of their AdvantEdge Quality Car Division.

Prior to his employ with Thorn Americas, Mr. Dorwart spend nearly ten years in management positions with various food corporations including Pillsbury and Richards Restaurant Corp.

Mr. Dorwart received a Bachelor of Science Degree from the University of Delaware.

**DAVID M. PIKOFF**

David Pikoff began his career in Telecom with Multitechnology Services, a large shared tenant service provider. Mr. Pikoff served as the regional manager for the Houston area. With the passing of the Telecommunications Act of 1996, Mr. Pikoff was quick to understand and seize the opportunity that this act presented. Mr. Pikoff founded and served as President of U.S. Telco, based in Dallas, Tx., a prepaid "reseller" with revenues of over \$400,000/month. Mr. Pikoff founded U.S. Telco in 1995, and incorporated it in 1996. Along with Mr. Pikoff's technical expertise, he has developed strategic alliances with major national businesses that will act as DPI-Teleconnect agents in the future. As President of U.S. Telco, Mr. Pikoff developed an operating system that will drive the initial operations of DPI-Teleconnect.

After successfully guiding U.S. Telco through an acquisition by one of its competitors, Mr. Pikoff accepted a position as General Manager with Tel Com Plus based in Clearwater, Florida. While there, Mr. Pikoff expanded the operations to span over an eight state area in addition to automating operating systems and significantly reducing the work force.

Mr. Pikoff earned a Business Degree in Marketing from St. Edwards University in Austin, Tx. He was awarded high honors, Maga Cum Laude.

~~JASON PICK~~

Jason Pick began his Telecom career with COLCOM, Inc., a provider of voice and integrated data systems. He served as a staff accountant, and wrote several custom business solution applications.

Mr. Pick served as Director of IT with US Telco. At US Telco, Mr. Pick designed and wrote the software that US Telco used to provision service, handle Customer Service, and bill their customers with. Mr. Pick utilized his accounting background to integrate sophisticated management reports into the software that he wrote. Mr. Pick also designed and implemented payment interface systems that were used to transmit customer payment and order information.

After US Telco was acquired by a competitor, Mr. Pick accepted a position as IT Director with Tel Com Plus based in Clearwater, Fl. Mr. Pick designed and developed automated payment interfaces between Tel Com Plus and its agents, as well as call tracking and management reporting software. Mr. Pick also designed the schematics for an integrated voice response system, and was instrumental in its implementation and refinement.

Mr. Pick earned a Business Degree in Accounting from The University of Texas, Austin, Tx.

02/01/99

**dPi TeleConnect, LLC**  
**Balance Sheet**  
 As of February 1, 1999

	Feb 1, '99
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Checking Acct, Nations Bank	244,846.07
<b>Total Checking/Savings</b>	<b>244,846.07</b>
<b>Total Current Assets</b>	<b>244,846.07</b>
<b>Fixed Assets</b>	
Computer-Dell Inspiron 7000	
Depreciation	-400.00
Original Cost	2,850.00
<b>Total Computer-Dell Inspiron 7000</b>	<b>2,450.00</b>
YONIX Software	100,000.00
<b>Total Fixed Assets</b>	<b>102,450.00</b>
<b>Other Assets</b>	
Jason Pick loan	2,586.15
<b>Total Other Assets</b>	<b>2,586.15</b>
<b>TOTAL ASSETS</b>	<b>349,882.22</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	17,608.44
<b>Total Accounts Payable</b>	<b>17,608.44</b>
<b>Total Current Liabilities</b>	<b>17,608.44</b>
<b>Total Liabilities</b>	<b>17,608.44</b>
<b>Equity</b>	
Opening Bal Equity	804,950.00
Retained Earnings	-151,068.95
Net Income	-121,597.27
<b>Total Equity</b>	<b>332,283.78</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>349,882.22</b>

# NationsBank

ATTN DAVID DORWART  
DPI-TELECONNECT L L C  
1000 N WOODRIDGE  
WICHITA KS 67206-4109

~~NATIONS CASH RESERVES INVESTMENT CONFIRMATION~~  
TREASURY MANAGEMENT SERVICES  
(800)987-9990

CURRENT DATE	:	01/15/1999
INVESTMENT AMOUNT	:	307,630.21
DIVIDEND ACCRUED 4.5933%	:	154.84
NET AMOUNT	:	<u>307,785.05</u>

THIS IS NOT A DEPOSIT AND IS NOT INSURED BY FDIC  
PAYMENT THROUGH ACCOUNT 2861480618

In order to enable us to serve you more efficiently, please contact our Commercial Service Center at 1-800-987-9990 by 11 A.M. E.S.T. on days when you anticipate that your investment balance will increase or decrease by \$3,000,000 or more from the prior day.

NATIONSBANK, N.A.  
P.O. BOX 4  
WICHITA, KS 67201-0004

**EXHIBIT C**

**DPI-Teleconnect, L.L.C.**

Average Bill \$64.50  
 Additional Features \$10.00  
 Average Total Bill \$74.50

Month	1	2	3	4	5	6	7	8	9	10	11	12
New Customers	25	50	100	100	100	100	100	100	100	100	100	100
Total Customers	25	75	171	263	350	432	510	585	656	723	787	847
Customer Attrition (5%)	0	4	9	13	17	22	26	29	33	36	39	42
<b>Net Customers</b>	<b>25</b>	<b>71</b>	<b>163</b>	<b>250</b>	<b>332</b>	<b>410</b>	<b>485</b>	<b>556</b>	<b>623</b>	<b>687</b>	<b>747</b>	<b>805</b>
<b>Revenue from Operations</b>												
Local Exchange	\$1,863	\$5,308	\$12,120	\$18,592	\$24,740	\$30,580	\$36,129	\$41,400	\$46,407	\$51,164	\$55,684	\$59,977
Long Distance (40% of local)	\$745	\$2,123	\$4,848	\$7,437	\$9,896	\$12,232	\$14,451	\$16,560	\$18,563	\$20,466	\$22,273	\$23,991
<b>Gross Revenue</b>	<b>\$2,608</b>	<b>\$7,431</b>	<b>\$16,968</b>	<b>\$26,028</b>	<b>\$34,635</b>	<b>\$42,812</b>	<b>\$50,580</b>	<b>\$57,960</b>	<b>\$64,970</b>	<b>\$71,630</b>	<b>\$77,957</b>	<b>\$83,968</b>
<b>Expenses</b>												
<b>Cost of Services</b>												
Local Exchange	\$1,460	\$4,162	\$9,502	\$14,576	\$19,396	\$23,975	\$28,325	\$32,457	\$36,383	\$40,113	\$43,656	\$47,022
Long Distance	\$320	\$913	\$2,085	\$3,198	\$4,255	\$5,260	\$6,214	\$7,121	\$7,982	\$8,800	\$9,578	\$10,316
<b>Gross Profit</b>	<b>\$827</b>	<b>\$2,357</b>	<b>\$5,381</b>	<b>\$8,255</b>	<b>\$10,984</b>	<b>\$13,578</b>	<b>\$16,041</b>	<b>\$18,381</b>	<b>\$20,605</b>	<b>\$22,717</b>	<b>\$24,724</b>	<b>\$26,630</b>
<b>Additional Administrative Expenses</b>												
Customer Service Rep.(s)	\$2,500	\$2,500	\$2,500	\$2,500	\$3,321	\$4,105	\$4,849	\$5,557	\$6,229	\$6,868	\$7,474	\$8,051
Agent Commission	\$196	\$557	\$1,273	\$1,952	\$2,598	\$3,211	\$3,794	\$4,347	\$4,873	\$5,372	\$5,847	\$6,298
Additional Office Supplies	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Administrative	\$26	\$74	\$170	\$260	\$346	\$428	\$506	\$580	\$650	\$716	\$780	\$840
Accounting/Legal	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
ILEC Interface	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advertising	\$5,000	\$5,000	\$2,500	\$2,500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>Total Expenses</b>	<b>\$8,722</b>	<b>\$9,132</b>	<b>\$7,442</b>	<b>\$8,212</b>	<b>\$8,265</b>	<b>\$9,744</b>	<b>\$11,149</b>	<b>\$12,484</b>	<b>\$13,752</b>	<b>\$14,956</b>	<b>\$16,101</b>	<b>\$17,188</b>
<b>Net Income-Before Taxes</b>	<b>-\$7,895</b>	<b>-\$6,775</b>	<b>-\$2,061</b>	<b>\$42</b>	<b>\$2,720</b>	<b>\$3,834</b>	<b>\$4,892</b>	<b>\$5,898</b>	<b>\$6,853</b>	<b>\$7,761</b>	<b>\$8,623</b>	<b>\$9,442</b>

**Cash Flow**

<b>Month</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Beginning Balance</b>	\$250,000	\$242,105	\$235,330	\$233,270	\$233,312	\$236,031	\$239,865	\$244,758	\$250,656	\$257,509	\$265,269	\$273,892
<b>Sources of Cash</b>												
Operations*	\$2,608	\$7,431	\$16,968	\$26,028	\$34,635	\$42,812	\$50,580	\$57,960	\$64,970	\$71,630	\$77,957	\$83,968
<b>Uses of Cash</b>												
Operating Expenses	\$10,502	\$14,206	\$19,029	\$25,986	\$31,916	\$38,978	\$45,688	\$52,062	\$58,117	\$63,869	\$69,334	\$74,526
<b>Ending Cash Balance</b>	\$242,105	\$235,330	\$233,270	\$233,312	\$236,031	\$239,865	\$244,758	\$250,656	\$257,509	\$265,269	\$273,892	\$283,334

**EXHIBIT D**

DPI-TELECONNECT, L.L.C.  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL SERVICES  
WITHIN THE STATE OF PENNSYLVANIA

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

**CHECK SHEET**

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 that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(Except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
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22	Original	
23	Original	
24	Original	
25	Original	
26	Original	
27	Original	
28	Original	
29	Original	
30	Original	
31	Original	

Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(1)

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APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by DPI-Teleconnect, L.L.C. (hereinafter "Company"). This tariff is on file with the Pennsylvania Public Utility Commission, ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment of all or part of a charge required before the start of service.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Pennsylvania Public Utility Commission unless content indicates otherwise.

Company: DPI-Teleconnect, L.L.C., a Delaware Limited Liability Company, the issuer of this tariff.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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SECTION 1 - DEFINITIONS (continued)

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
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Dallas, Texas 75234

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

SECTION 1 - DEFINITIONS (continued)

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer within the State of Pennsylvania.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.A The Company undertakes to furnish intrastate telecommunications services within the state of Pennsylvania under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

2.1.1.B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or 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.

2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued after notice if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3.B At the expiration of any term specified in a Customer Service Agreement, 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 5 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the

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Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.1.3.C This tariff shall be interpreted and governed by the laws of the State of Pennsylvania.

2.1.3.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. The Company will give the Customer at least sixty (60) days written notice of any proposed change.

2.1.4 Liability of the Company

2.1.4.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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of

Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

Section 2.6, the Company's liability, if any, shall be limited as provided herein.

- 2.1.4.C 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; and 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 department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- 2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.F The Customer shall indemnify and hold the Company harmless from 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, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the

Issued: May 1, 1999

David M. Pikoff, Vice-President  
DPI-Teleconnect, L.L.C.  
2997-LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.I The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

2.1.4.J THE COMPANY MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1 Undertaking of the Company (Cont'd)

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

2.1.4.K The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.L No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1.4.M With respect to Emergency Number 911 Service:

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

2.1.4.N The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. The Company will provide the Customer at no charge intercept service of the wrong number when possible.

2.1.4.O In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.P When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.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 and applicable state rules and regulations.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- 2.1.6.C 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. Beyond 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.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

B. the payment of all applicable charges pursuant to this tariff.

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2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

- C. *reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.*
- D. *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 operating environment on such premises;*
- E. *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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any 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;*
- F. *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*

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2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

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.

- G. 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 above; 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;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

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

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2.3. Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- 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, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized 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. Service furnished by the company is not part of a joint undertaking with such other carriers.
- 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- 2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation,

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2.4. Customer Equipment and Channels (Cont'd)

2.4.2 Inspections (Cont'd)

operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.2.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 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.A Taxes: Municipal excise taxes are listed as separate line items and are not included in the in the stated rates.

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2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due.

2.5.2.B Customers may pay for service by credit card, cash or any cash equivalent.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill.. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling or writing to the address below.

2.5.3.A The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Discontinuance of Service

The Company may with notice discontinue service or cancel an application for service for any of the following:

2.5.4.A Upon nonpayment of any regulated amounts owing to the Company, and after 10 days written notice of disconnection.

2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service,

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2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

the Company may, by giving 10 days prior written notice of disconnection to the Customer, discontinue service if such violation continues during that period.

2.5.4.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.

2.5.4.D Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue service.

2.5.4.E *Violating federal, state or local laws or regulations through the use of service.*

2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (c) Any other fraudulent means or devices; or

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2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

2.5.4.F (Cont'd)

- 4 After 10 days written notice to a Customer who has failed to pay any regulated sum when payment was due;
- 5 Ten (10) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that ten (10) day period.

2.5.4.G The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.5.5 Credit Allowance - Directory

The Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. 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.

2.6.1 Credit Allowances

- 2.6.1.A *Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.*
- 2.6.1.B *Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.*
- 2.6.1.C *For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges 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. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.*

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2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.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;
- 2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.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;*
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.A Applications for new service are noncancellable unless the Company otherwise agrees or receives five days notice prior to installation. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- 2.7.1.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

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2.7 Cancellation of Service (Cont'd)

2.7.1 Cancellation of Application for Service (Cont'd)

apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

2.7.2.A To cancel or terminate service, a customer must provide the Company with 5 days notice.

2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.6.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Recurring Charges for the applicable notice period.

2.8 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 (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or © pursuant to any financing, merger or reorganization of the Company.

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2.9 Notices and Communications

- 2.9.1 The Customer shall designate 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.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 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 deposit 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 occurs first.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area,
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers;
- access operator services; and
- access long distance providers.

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900. 976). The Company adopts the exchange map(s) and legal description(s) filed with the Commission by the incumbent local exchange carrier(s) whose services the Company resells. The Company's local calling area is identical to incumbent local exchange carriers as defined in their applicable tariffs.

3.1.1 Local Line

*Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; directory assistance calls; third number billed calls; or any service that may be billed to Customer's telephone number.*

3.1.1.A Standard Features

Each Local Line Customer is provided with only basic local telephone service as defined in 3.1.1.

3.1.1.B Optional features:

Call Waiting  
Call Forwarding  
Three-Way Calling  
Caller ID Name & Number

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3.1 Local Exchange Service (Cont'd)

3.1.1.C Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

1. One-Time Activation Fee

One-Time Activation/Installation Fee	\$ 40.00
Suspension Restoral Fee	\$ 20.00

2. Recurring Charges

Local Line - Monthly Recurring	\$49.99
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3. Optional Features

	<u>Monthly</u>	<u>One-Time Activation*</u>
Call Waiting	\$ 4.99	20.00
Call Forwarding	\$ 4.99	20.00
Three-Way Calling	\$ 4.99	20.00
Caller ID Name & Number	\$ 9.99	20.00
Unlisted Number	\$ 4.99	20.00
Directory Assistance	\$ .75	

\*If service is installed after initial installation.

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3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.2.1 The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number)                      No Charge

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number)                      No Charge

3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Commission.

3.5 Customer Service

Customer service is available 24 hours a day, seven days a week by calling 800-687-6727 or writing the Company at 2997-LBJ Freeway, Suite 225, Dallas, Texas 75234. The Company's administrative offices may be reached at 972-488-5500.

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David M. Pikoff, Vice-President  
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Effective: \_\_\_\_\_