

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 02/11/99
8. DOCKET NO: A-310826 F0002	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: XDSL NETWORKS, INC

COMP/APP COUNTY:

UTILITY CODE: 310826

ALLEGATION OR SUBJECT

APPLICATION OF XDSL NETWORKS, INC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
JUN 06 1999

- 1. REPORT DATE: 00/00/ :
- 2. BUREAU: FUS :
- 3. SECTION(S) : 4. PUBLIC MEETING DATE: 00/00/00
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...11/5/99 - JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND XDSL NETWORKS, INC. FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCKETED

NOV 08 1999

**DOCUMENT
FOLDER**

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

RONALD J. JARVIS
OF COUNSEL
DIRECT DIAL (202) 945-6952
RJJARVIS@SWIDLAW.COM

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022

A-310826 F0002

RECEIVED

February 11, 1999

FEB 11 1999

VIA OVERNIGHT DELIVERY

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
Corner of North Street & Commonwealth Avenue
Harrisburg, PA 17120

Re: Petition of xDSL Networks, Inc. for a Certificate of Public Convenience and Necessity for Authority to Provide Competitive Local Exchange Carrier Telecommunication Services Throughout Pennsylvania

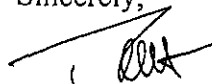
Dear Mr. McNulty:

On behalf of xDSL Networks, Inc. ("xDSL"), enclosed for filing are an original and three (3) copies of the above-referenced petition, and a check in the amount of \$250.00 made payable to the Pennsylvania Public Utility Commission to cover the requisite filing fee.

Pursuant to Sections 5.362 and 5.423 of the Pennsylvania Code, xDSL requests proprietary treatment with regard to the response of Question 15. The exhibits referred to therein will be filed in the original petition, under protective cover, and only with the Commission. Copies served pursuant to Section 5.14 of the Commission's Regulations will be served without the confidential information.

xDSL has filed herewith proposed local exchange, interexchange, and competitive access provider tariffs. Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage paid envelope provided. Should there be any questions concerning this filing, please do not hesitate to contact me.

Sincerely,



Ronald J. Jarvis
Counsel for xDSL Networks, Inc.

Enclosures

cc: Anne Schelle
Andrew D. Lipman

DOCUMENT
FOLDER

33

ORIGINAL

**PUBLIC COPY
FINANCIAL INFORMATION DELETED**

Application of xDSL Networks, Inc. for approval to offer, render, furnish, or supply telecommunication services as an Interexchange Carrier to the public in the Commonwealth of Pennsylvania.

Application Docket No.

F _____
19

Application of xDSL Networks, Inc. for approval to offer, render, furnish, or supply telecommunication services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania.

Application Docket No.

A-310826
F 002
19

Application of xDSL Networks, Inc. for approval to offer, render, furnish, or supply telecommunication services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

Application Docket No.

F _____
19

To the Pennsylvania Public Utility Commission:

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

xDSL Networks, Inc.
10 Malvern Court
Baltimore, Maryland 21204
Tel: 410/321-8090
Fax: 410/321-4296

DOCKETED
JUN 06 1999

**DOCUMENT
FOLDER**

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.

Not applicable.

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:

Robin Cohn, Esq.
Ronald J. Jarvis, Esq.
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116
Tel: 202/424-7500
Fax: 202/424-7645

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

Robin Cohn, Esq.
Ronald J. Jarvis, Esq.
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116
Tel.: 202/424-7500
Fax: 202/424-7645

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

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.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

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

■ The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 Pa.C.S. §4124)
- domestic limited liability company (15 Pa.C.S. §8913)
- foreign limited liability company (15 Pa.C.S. §8981)

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

Please see Exhibit A.

Give name and address of officers.

Scott Schelle, President and CEO
 xDSL Networks, Inc.
 10 Malvern Court
 Baltimore, Maryland 21204

Anne P. Schelle, Vice-President of Legislative and Regulatory Affairs
 xDSL Networks, Inc.
 10 Malvern Court
 Baltimore, Maryland 21204

Brian Deobald, Vice-President Business Development
 xDSL Networks, Inc.
 10 Malvern Court
 Baltimore, Maryland 21204

Nick Magliato, Vice-President Product Development
xDSL Networks, Inc.
10 Malvern Court
Baltimore, Maryland 21204

Tim Carroll, Vice-President of Sales and Distribution
xDSL Networks, Inc.
10 Malvern Court
Baltimore, Maryland 21204

Gary Helwig, Vice-President of Network Engineering
xDSL Networks, Inc.
10 Malvern Court
Baltimore, Maryland 21204

The Applicant is incorporated in the state of Delaware.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA: (Select and complete appropriate statement)

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

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).

or

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

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: (Select and complete the appropriate statement)

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

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 the predecessor(s).

or

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

8. **TRANSACTIONS WITH AFFILIATES:** (select and complete the appropriate statement)

- 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

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

9. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- 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 toll services as a facilities-based carrier.
- Competitive Local Exchange Carrier, e.g., providing local exchange service 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

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

10. **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.
- Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.

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 Sections 1.34 and 1.43, 52 Pa. Code §§1.34 and 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.

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

Applicant proposes to provide resold intrastate local exchange telecommunications services, including basic exchange services, dedicated access point-to-point services, and operator services (to presubscribed customers), to and from all points within the Commonwealth of Pennsylvania. Applicant's services will be available on a full-time basis, 24 hours a day, seven days a week. In addition, Applicant proposes to provide resold and facilities-based intrastate interexchange telecommunications services, including direct-dialed ("1+") message telecommunications services, 800/888/877 services, operator services (to presubscribed customers), and calling card services to and from all points within the Commonwealth of Pennsylvania.

Subject to demand and overall economic circumstances, Applicant may subsequently offer additional services.

Initially, xDSL intends to focus on deploying xDSL technology to provide affordable high-speed data connections (above 128 kbps) to large and medium-sized businesses, telecommuters, small and medium-sized retailers and internet service providers for consumer/residential markets. As business and economic circumstances dictate, xDSL intends to provide additional local exchange, access and dedicated transport services.

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

Applicant proposes to provide local exchange and interexchange services on a statewide basis. xDSL does not presently plan to provide local exchange

services in the service areas of any small or rural local exchange carriers (as defined by the Telecommunications Act of 1996).

Additionally, the Applicant represents that it 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.

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

Applicant proposes to market its services to residential and business customers.

14. **INITIAL TARIFF:** Attach to the Application a proposed Initial Tariff setting forth the rates, 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 10, above.

Please see Exhibits B, C and D.

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

xDSL is financially qualified to provide facilities-based and resold local exchange services in Pennsylvania. In particular, xDSL has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application.

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.

Attached as Exhibit E hereto is a copy of xDSL's pro-forma income and expense projection statement. xDSL's financial statements constitute confidential and proprietary information and, therefore, are submitted under seal. xDSL respectfully requests that such information not be provided to persons other than parties to this proceeding.

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

Anne Schelle
Vice-President of Legislative and Regulatory Affairs
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21209
(410) 321-8090
(410) 321-4296 fax

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

xDSL Networks, Inc.
10 Malvern Court
Baltimore, Maryland 21204
Tel: 410/321-8090
Fax: 410/321-4296

16. **START DATE:** The Applicant proposes to begin offering services as soon as feasible following the docketing of this application (approximate date).
17. **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 proceedings before the Commission.

Not applicable.

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.

18. **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

Bureau of Fixed Utility Services -- 1
copy
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 1710-3265

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

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.

Not applicable.

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, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application has been convicted of a crime involving fraud or similar activity.

There are no proceedings dealing with business operations, in the last five years, in which xDSL Networks, Inc., its affiliate, a predecessor of either or a person identified in the Application has been a defendant or a respondent.

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.

Anne Schelle
Vice-President of Legislative and Regulatory Affairs
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21209
(410) 321-8090
(410) 321-4296 fax

Alternate Contact:

Nick Magliato
Vice-President of Product Development
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21209
(410) 321-8090
(410) 321-4296 fax

23. **FALSIFICATION:** The Applicant understands that the making of false statements 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.

Applicant: xDSL Networks, Inc.

By: Anne Schelle

Title: Vice-President of Legislative and
Regulatory Affairs

Signature: _____

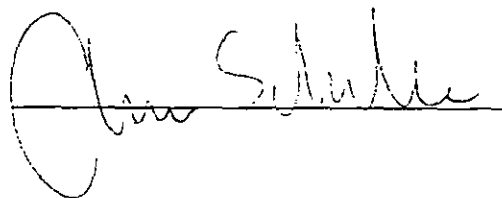
23. **FALSIFICATION:** The Applicant understands that the making of false statements herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4903 and 4904, relating to perjury 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.

Applicant: xDSL Networks, Inc.

By: Anne Schelle

Title: Vice-President of Legislative and
Regulatory Affairs

Signature:

A handwritten signature in cursive script, appearing to read "Anne Schelle", written over a horizontal line.

AFFIDAVIT

State of Maryland :
County of Baltimore : ss.

Anne Schelle , Affiant, being duly sworn according to law, deposes and says that:

She is the Vice-President of Legislative and Regulatory Affairs of xDSL Networks, Inc.;

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

That xDSL Networks, Inc., 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 xDSL Networks, Inc., the 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 her knowledge, and that she expects said corporation to be able to prove the same at any hearing hereof.

Anne Schelle
Signature of Affiant

Subscribed and sworn to before me this 2nd day of February, 1999.

Karen F. Clarke
Signature of official administering oath

My commission expires: 3/1/2000

LIST OF EXHIBITS

- EXHIBIT A Articles of Incorporation
 Certificate of Authority to Transact Business
- EXHIBIT B Proposed Interexchange Tariff
- EXHIBIT C Proposed Competitive Local Exchange Tariff
- EXHIBIT D Proposed Competitive Access Tariff
- EXHIBIT E Tentative Operating Balance Sheet and Projected Income Statement for
 the First Year of Operation within the Commonwealth of Pennsylvania

VERIFICATION

EXHIBIT A

Articles of Incorporation

and

Certificate of Authority to Transact Business

State of Delaware
Office of the Secretary of State

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 INCORPORATION OF "XDSL NETWORKS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JUNE, A.D. 1998, AT 11 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2911316 8100
981239792

AUTHENTICATION: 9151954
DATE: 06-22-98

CERTIFICATE OF INCORPORATION

OF

xDSL Networks, INC.

ARTICLE I

NAME

The name of the Corporation is xDSL Networks, Inc.

ARTICLE II

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware 19801. The registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III

CORPORATE PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

CAPITAL STOCK

The total number of shares of capital stock that the Corporation shall have authority to issue is Ten Thousand (10,000) shares, which shall be shares of Common Stock with the par value of one cent (US\$.01) each.

ARTICLE V**ADOPTION OF BYLAWS**

The Board of Directors of the Corporation shall have the power to make, alter, amend, add to or repeal the bylaws of the Corporation.

ARTICLE VI**ELECTION OF DIRECTORS**

Election of directors may be conducted by written ballot, voice vote, or such other method as the bylaws may provide or as may be approved by resolution of the Board of Directors.

ARTICLE VII**LIABILITY OF DIRECTORS**

To the fullest extent permitted by the Delaware General Corporation Law as it presently exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

ARTICLE VIII**RESERVATION OF RIGHT TO AMEND
CERTIFICATE OF INCORPORATION**

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all the provisions of this Certificate of Incorporation and all rights and powers conferred in this Certificate of Incorporation on stockholders, directors and officers are subject to this reserved power.

ARTICLE IX
INCORPORATOR

The name and mailing address of the Incorporator is as follows:

Michael E. Cutler
Covington & Burling
1201 Pennsylvania Ave., N.W.
P.O. Box 7566
Washington, D.C. 20044

I, THE UNDERSIGNED, being the Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate of Incorporation hereby declaring and certifying that the facts herein stated are true and, accordingly, have hereunto set my hand this 22nd day of June, 1998.


Michael E. Cutler

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

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer this 10th day of August, 19 98.

xDSL Networks, Inc.
(Name of Corporation)
BY: Anne Schelle
Anne Schelle (Signature)
TITLE: secretary

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

AUGUST 21, 1998

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

XDSL NETWORKS, INC.

I, Yvette Kane, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Certificate of Authority

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in black ink, appearing to read "Yvette Kane", is written over a horizontal dashed line.

Secretary of the Commonwealth

DPOS

EXHIBIT B

Proposed Interexchange Tariff

TITLE SHEET**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This tariff applies to the resold long distance interexchange telecommunications services furnished by xDSL Networks, Inc. ("Carrier") between one or more points in the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 10 Malvern Court, Baltimore, MD 21204.

Issued: February 12, 1999**Effective: April 12, 1999**

Issued by: Anne Schelle, Vice-President of Legislative and Regulatory Affairs
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21204

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	33	Original
17	Original		

Issued: February 12, 1999

Effective: April 12, 1999

Issued by: *Anne Schelle, Vice-President of Legislative and Regulatory Affairs*
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21204

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Issued: February 12, 1999

Effective: April 12, 1999

Issued by: Anne Schelle, Vice-President of Legislative and Regulatory Affairs
xDSL Networks, Inc.
10 Malvern Court
Baltimore, MD 21204

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 3rd 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.

Issued: February 12, 1999

Effective: April 12, 1999

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TARIFF FORMAT (Cont'd)

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

- 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to XDSL Networks, Inc.

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The timeframe by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Pennsylvania. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Pennsylvania Public Utility Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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SECTION 2. RULES AND REGULATIONS (Cont'd).**2.2 Use of Services**

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or wilful misrepresentation.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier**

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

- 2.3.4 D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

- 2.3.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations Provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 CARRIER 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Subscriber**

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Subscriber (Cont'd)**

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Subscriber (Cont'd)**

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services****2.5.1 General**

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services (Cont'd)****2.5.2 Limitations on Allowances**

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd).**2.5 Cancellation or Interruption of Services (Cont'd)****2.5.2 Limitations on Allowances (Cont'd)**

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.6 Discontinuance of Service for Cause

2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- B. For violation of any of the provisions of this tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause (Cont'd)

- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts (Cont'd)

2.8.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.8.3 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.10 Contested Charges (Cont'd)**

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Pennsylvania Public Utility Commission. The Commission's address is:

Pennsylvania Public Utility Commission
Post Office Box 3265
North Office Building
Harrisburg, Pennsylvania 17105-3265

or

Pennsylvania Public Utility Commission
North Office Building, B-20
North Street and Commonwealth Avenue
Harrisburg, Pennsylvania 17120
(717) 783-1740

2.10.3 Billing inquiries may be directed to the Carrier at its toll free number: 1 (877) 321-8090.

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions

Carrier may from time to time offer promotional services.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

Carrier provides resold interexchange telecommunications services, including direct-dialed message telecommunications services and 800/888/877 service. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven days a week. Carrier does not charge for service on a mileage basis.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.
- 3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Charges Based on Duration of Use**

3.2.8 Each call is rated and billed in whole cents according to the following conventions:

- D. *Commercial.* For services offered by Carrier, any rated call with a fraction of a cent less than \$0.005, will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater, will be rounded up to the nearest whole cent.
- E. *Residential.* Calls made using any service offered to residential Subscribers will be rounded up to the nearest cent at the termination of a call.
- F. *Exceptions.* Special rounding arrangements may be made through contractual arrangements.

3.3 Product Descriptions**3.3.1 Commercial Switched Outbound (1+)**

Switched outbound services provide direct dialed (1+) long distance services to commercial Subscribers. Subscribers may also access Carrier's services by dialing "10XXX." Subscribers access Carrier's services through switched access origination.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.3 Product Descriptions (Cont'd)****3.3.2 Commercial Switched 800/888/877 Inbound**

Switched 800/888/877 provides an inbound toll-free calling service to commercial Subscribers. The Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to the Subscriber via switched access lines.

3.3.3 Commercial Dedicated Outbound (1 +)

Dedicated outbound services provide direct dialed (1 +) long distance services to commercial Subscribers. Subscribers may also access Carrier's services by dialing "10XXX." Subscribers access Carrier's services through dedicated access origination.

3.3.4 Commercial Dedicated 800/888/877 Inbound

Dedicated 800/888/877 provides an inbound toll-free calling service to commercial Subscribers. Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to Subscriber via dedicated access lines.

3.3.5 Residential Switched Outbound (1 +)

Switched outbound services provide direct dialed (1 +) long distance services to residential subscribers. Subscribers may also access Carrier's services by dialing "10XXX." Subscribers access Carrier's services through switched access origination.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.3 Product Descriptions (Cont'd)****3.3.6 Residential Switched 800/888/877 Inbound**

Switched 800/888/877 provides an inbound toll-free calling service to residential Subscribers. Subscriber is billed for each toll-free call, rather than the call originator. Calls terminate to Subscriber via dedicated access lines.

3.3.7 800/888/877 Travel Card

800/888/877 Travel Card Service provides customers the opportunity to make calls while away from their home or office. Subscribers may access Carrier's services through an 800/888/877 number provided by Carrier.

3.3.8 Directory Assistance

Subscribers may request directory assistance from Carrier.

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SECTION 4 - RATE SCHEDULE

Unless otherwise specified, the following rates are per minute of use as timed by Carrier in seconds.

4.1 Commercial Switched Outbound (1+)

Billing Minimum: Six Seconds

Billing Increments: Six Seconds

Rate: \$ 0.1908

4.2 Commercial Switched Inbound

Billing Minimum: Thirty Seconds

Billing Increments: Six Seconds

Rate: \$ 0.1908

4.3 Commercial Dedicated Outbound

Billing Minimum: Six Seconds

Billing Increments: Six Seconds

Rate: \$ 0.0948

4.4 Commercial Dedicated 800/888/877 Inbound

Billing Minimum: Thirty Seconds

Billing Increments: Six Seconds

Rate: \$ 1.068

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SECTION 4 - RATE SCHEDULE (Cont'd)

4.5 Residential Switched Outbound (1+)

Billing Minimum: One Minute

Billing Increments: One Minute

Rate: \$ 0.2232

4.6 Residential Switched 800/888/877 Inbound

Billing Minimum: One Minute

Billing Increments: One Minute

Rate: \$ 0.2352

4.7 800/888/877 Travel Card Service

Commercial Billing

Billing Minimum: Thirty Seconds

Billing Increment: Six Seconds

Rate: \$ 0.24

Residential Billing

Billing Minimum: One Minute

Billing Increment: One Minute

Rate: \$ 0.24

4.8 Directory Assistance

Rate: \$ 0.90 per request

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SECTION 4 - RATE SCHEDULE (Cont'd)**4.9 Presubscribed Interexchange Carrier Charge ("PICC")**

Presubscribed Interexchange Carrier Charges are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirements. This charge applies on a monthly basis to all Customer monthly bills. The application of this charge is subject to billing availability. Only one PICC will be applied per line.

4.9.1 Residential Customers

- A. Non-Primary Lines --A PICC of \$1.80 applies to each non-primary residential line presubscribed to The Company as the primary interexchange carrier where The Company can determine that the Customer has more than one line.
- B. Primary --A PICC of \$0.636 applies to each primary residential line presubscribed to the Company as the primary interexchange carrier.

4.9.2 Business Customers

- A. Single Line --A PICC of \$0.636 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer has only one line.
- B. Centrex Lines --A PICC of \$0.372 applies to each Centrex line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a Local Exchange Carrier-provided Centrex line.

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SECTION 4 - RATE SCHEDULE (Cont'd)

4.9 Presubscribed Interexchange Carrier Charge ("PICC") (Cont'd)

4.9.2 Business Customers (Cont'd)

- C. All Other Lines --A PICC of \$3.30 applies to each line presubscribed to the Company as the primary interexchange carrier for all other Customers of the Company's business services.

4.9.3 ISDN Lines

- A. BRI-ISDN Lines --A PICC of \$1.80 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a local exchange carrier-provided Basic Rate Interface Integrated Services Digital Network line.
- B. PRI-ISDN Lines --A PICC of \$16.50 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a Local Exchange Carrier-provided Primary Rate Interface Integrated Services Digital Network line.

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EXHIBIT C

Proposed Competitive Local Exchange Tariff

TITLE SHEET

LOCAL EXCHANGE COMMUNICATIONS SERVICES

This tariff applies to the Local Exchange Communications Services furnished by xDSL Networks, Inc. ("Carrier") between one or more points in the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 10 Malvern Court, Baltimore, MD 21204.

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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:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the 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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APPLICATION OF TARIFF

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the Commonwealth of Pennsylvania.

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Section 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: An arrangement which connects the Customer's location to the Company's designated switching center or point of presence.

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

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Basic Service Area: The area intended to be serviced by the Company as defined in Section 4.2.1 of this Tariff.

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

Company or xDSL: xDSL Networks, Inc., the issuer of this tariff.

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

Digital Subscriber Line ("DSL"): A general term for any local network loop that is digital in nature; technically, DSL equates to ISDN, but this is decreasingly enforced terminology.

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells used in the provision of the services.

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

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Section 1 - DEFINITIONS (Cont'd)

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Integrated Services Digital Network ("ISDN")

Two components that operate at 144,00 bits per second designed for the desktop and 1,544,000 bits designed for telephone switches, computer telephony and voice processing systems.

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

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.

Recurring Charges: The monthly charges to the Customer for services, facilities and 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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Section 1 - DEFINITIONS (Cont'd)

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.

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

xDSL A Generic term for the suite of DSL services, where the "x" can be replaced with any of a number of letters, including "A", "H", "M", "RA", "S", and "V".

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Section 2 - REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way data and other types of information transmissions between points within the Commonwealth of Pennsylvania.

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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Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 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.

2.1.2.2 *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.*

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3 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 30 days' written notice. Any termination shall not relieve 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.
- 2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
- b. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

2.1.4.1 *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 omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. 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.*

2.1.4.2 *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 department, 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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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.3 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 or equipment used for or with the services the Company offers.

2.1.4.4 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.

2.1.4.5 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 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 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 2.1.4.5 as a condition precedent to such installations.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.6 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 negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 (Cont'd)

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 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 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.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 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.
- 2.1.6.2 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 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.
- 2.1.6.3 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.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.5 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.

2.1.6.6 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:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Non-routine Installation

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

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Section 2 - REGULATIONS (Cont'd)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, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined on an individual basis.

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Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

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Section 2 - REGULATIONS (Cont'd)2.3 Obligations of the Customer2.3.1 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 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 Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;*

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Section 2 - REGULATIONS (Cont'd)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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. 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 employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (*e.g.* friable asbestos) prior to any construction or installation work;

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Section 2 - REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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Section 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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 and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites 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 invites; 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 Customer and Company.

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Section 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 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

2.4.2.1 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.

2.4.2.2 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.

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Section 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 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.
- 2.4.3.4 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 (1992 edition).

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Section 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 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.

2.4.4.2 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.

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements2.5.1 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.

2.5.2 Billing and Collection of Charges

- 2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.5.2.2 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 is mailed.
- 2.5.2.3 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.

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements continued)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 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.

2.5.2.5 If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which 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 a late factor of 1.25%. The late payment penalty will not be assessed against any outstanding security deposit.

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)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 one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated 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.

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.4 Deposits

2.5.4.1 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 in accordance with the Rules of the Pennsylvania Public Utility Commission Title 52, Chapters 64.32 and 64.35. 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:

- (a) the applicant's estimated two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the customer's average two month's charges, including toll charges, during the preceding 12-month period for a service or facility which has a minimum payment period of one month; or

2.5.4.2 When a deposit is assessed against an applicant, the Company shall require payment of only one-half of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due 30 days from the date of the initial deposit payment.

2.5.4.3 A deposit may be required in addition to an advance payment.

2.5.4.4 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 will, in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapter 64.37, return the deposit or credit it to the Customer's account.

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits (Cont'd)

2.5.4.5 After the Customer has paid invoices for service for twelve (12) consecutive months without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two occasions, the Company will promptly return a deposit or credit it to the Customer's account, provided the Customer is not currently delinquent.

2.5.4.6 At the Customer's request, the Company will return a deposit or credit it to the Customer's account when the Customer has established credit in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapter 64.32.

2.5.4.7 Deposits held will accrue interest at a rate of 9% per annum.

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue or suspend service without incurring any liability.

A) Except for emergency situations, suspension or termination for service for nonpayment will not commence on Saturday, Sunday, a bank holiday, or any other holiday observed by the Company.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 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 may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue or suspend service without incurring any liability.

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

- 2.5.5.4 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, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue or suspend service without incurring any liability.
- 2.5.5.5 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, by giving requisite prior written notice to the Customer in accordance with the Rules of the Pennsylvania Public Utility Commission, Title 52, Chapters 64.71 and 64.123, discontinue service without incurring any liability.
- 2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits 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.
- 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service (Cont'd)

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

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

Customer has the option to address concerns with the Pennsylvania Public Utility Commission at:

Pennsylvania Public Utility Commission
North Office Building, Room B20
Commonwealth and North Streets
Harrisburg, PA 17105

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Section 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions of 12 hours minutes or more.

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Section 2 - REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Application of Credits for Interruptions in Service (Cont'd.)

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 12 hours	None
12 hours up to 24 hours	One Day

Over 24 Hours. 1 day. Interruptions over 24 hours will be credited 1 day for each period of 12 hours or more. No more than one full day's credit will be allowed for any period of 24 hours.

For interruptions more than 24 hours. No more than 30 days credit will be allowed for any one month period.

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Section 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

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Section 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a *single continuous* outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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Section 2 - REGULATIONS (Cont'd)2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

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

2.7.2 Joint Use Arrangements

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

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Section 2 - REGULATIONS (Cont'd)2.8 Cancellation of Service

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 2.6.1 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 2.5.2: all costs, fees and expenses reasonably 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 specified in the applicable Service Order Tariff for the balance of the then current term.

2.9 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 of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Section 2 - REGULATIONS (Cont'd)2.10 Notices and Communications

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

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Section 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.

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Section 3 - APPLICATION OF RATES (Cont'd)3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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Section 3 - APPLICATION OF RATES (Cont'd)

3.3.2 The airline distance between any two Rate Centers is determined as follows:

- a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- b) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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Section 4 - DESCRIPTION OF SERVICES AND RATES

4.1 Types of Services Offered

This section of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides xDSL Service to provide high-speed data connections (at or above 128 kbps) to end-users. xDSL Service will provide customers a reliable and highly efficient way to reach the Internet at performance and data speeds that far exceed the current widespread method of voice path dial access currently used by Internet Service Providers ("ISPs".) The bit rates on xDSL Service will allow for information to be retrieved more quickly and support expanded offerings for enhanced services within the Commonwealth of Pennsylvania. The Company Services may be performed by resale of services provided by other telecommunications companies.

4.1.1. Individual Case Basis ("ICB") Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing, on a nondiscriminatory basis and will be filed with the Pennsylvania Public Utility Commission prior to service for approval.

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.2 Basic Local Exchange Service

4.2.1 Service Areas and Rate Groups

xDSL Networks, Inc.'s exchange areas and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

xDSL Networks, Inc. provides service in the exchange areas served by the following local exchange companies:

Bell Atlantic - Pennsylvania, Inc.
GTE North, Inc.

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES (Cont'd)4.3 End-user Services

The following service descriptions and technical specifications will apply to end-user services.

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Company's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

4.3.1 DS1 Service (BASIC 1.549 Mbps)

Rates and terms of Contract for Service shall be defined in a contract to be executed by and between the Company and the end-user reflecting all pricing and term discounts reflected in this section unless otherwise submitted to the Commission for approval of ICB.

Mixed vendor service rates apply when one end point of the transmission channel is served by a local carrier's network. (Mixed vendor services are provided via a combination of the Company's facilities and local exchange carrier facilities).

4.3.1.1 Entrance Facility

Nonrecurring	Recurring (per month)	
	<u>Basic Service</u>	
\$ 351.00	1 year	\$281.00
	3 years	\$253.00
	5 years	\$224.00
	<u>Mixed Vendor Service</u>	
\$96.00	1 year	\$59.40
	3 years	\$54.00
	5 years	\$48.60

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4. SECTION 4 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.3 End-user Services (Cont'd)

4.3.1 DS1 Service (BASIC 1.549 Mbps) (Cont'd)

4.3.1.2 Channel Mileage-Fixed

Recurring (per month)

Basic Service

1 year	\$281.00
3 years	\$253.00
5 years	\$224.00

Mixed Vendor Service

1 year	\$59.40
3 years	\$54.00
5 years	\$48.60

4.3.1.3 Channel Mileage-per Mile

Recurring (per month per mile)

Basic Service

1 year	\$19.116
3 years	\$12.948
5 years	\$9.228

Mixed Vendor Services

1 year	\$17.00
3 years	\$16.00
5 years	\$13.00

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4. SECTION 4 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.3 End-user Services (Cont'd)

4.3.2 DS2 Service (6.312 Mbps)

4.3.2.1 Local Distribution Channel

Nonrecurring \$1380.00

Recurring (per month)

Basic Service

1 year	\$1380.00
3 years	\$1242.00
5 years	\$1104.00

4.3.2.2 Channel Mileage-Fixed

Recurring (per month)

Basic Services

1 year	\$ 684.00
3 years	\$ 616.00
5 years	\$ 547.00

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4. SECTION 4 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.3 End-user Services (Cont'd)

4.3.3 DS3 Service (44.736 Mbps)

4.3.3.1 Local Distribution Channel

Nonrecurring \$296.00

Recurring (per month)

Basic Service

1 year	\$296.00
3 years	\$268.00
5 years	\$234.00

4.3.3.2 Channel Mileage-Fixed

Recurring (per month)

Basic Services

1 year	\$ 66.00
3 years	\$ 62.00
5 years	\$ 54.00

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EXHIBIT D

Proposed Competitive Access Tariff

TITLE SHEET

COMPETITIVE ACCESS PROVIDER TARIFF

This tariff applies to the Competitive Access Services furnished by xDSL Networks, Inc. ("Carrier") between one or more points in the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 10 Malvern Court, Baltimore, MD 21204.

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	25	Original	50	Original
2	Original	26	Original	51	Original
3	Original	27	Original	52	Original
4	Original	28	Original	53	Original
5	Original	29	Original		
6	Original	30	Original		
7	Original	31	Original		
8	Original	32	Original		
9	Original	33	Original		
10	Original	34	Original		
11	Original	35	Original		
12	Original	36	Original		
13	Original	37	Original		
14	Original	38	Original		
15	Original	39	Original		
16	Original	40	Original		
17	Original	41	Original		
18	Original	42	Original		
19	Original	43	Original		
20	Original	44	Original		
21	Original	45	Original		
22	Original	46	Original		
23	Original	47	Original		
24	Original	49			

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Change Resulting In A Decrease to A Customer's Bill
- I - Change Resulting In An Increase to A Customer's Bill
- C - Any Change to a Customer's Bill, Other Than to Rates

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 3rd 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.

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TARIFF FORMAT (Cont'd)

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

- 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Refers to xDSL Networks Service, Inc.

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.4 D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 CARRIER 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Subscriber's service pursuant to Section 2.6 of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

2.5.3 Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of 12 hours minutes or more.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Credits for Interruptions in Service (Cont'd)

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 12 hours	None
12 hours up to 24 hours	One Day

Over 24 Hours. 1 day. Interruptions over 24 hours will be credited 1 day for each period of 12 hours or more. No more than one full day's credit will be allowed for any period of 24 hours.

For interruptions more than 24 hours. No more than 30 days credit will be allowed for any one month period.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Procedures for discontinuance of existing service:

- A. A Customer may cancel service upon written notice to the Carrier.
- B. The Carrier may terminate service to a customer for non-payment of undisputed charges, or other violation of this tariff or provision of law, three (3) days following personal contact with the customer in addition to any written notice of discontinuance of service. Carrier will not incur any liability for damages due to loss of telephone service to the customer. Personal contact shall mean:
 - 1) contacting the customer by means other than writing; or
 - 2) contacting another person whom the customer has designated to receive a copy of any notice of disconnection; or
 - 3) if the customer has not made such a designation, contacting a community interest group or other entity, including local police departments, which have previously agreed to receive a copy of the notice of disconnection and to attempt to contact the customer; or
 - 4) if the customer has not made such a designation and no such community interest group or other entity has previously agreed to receive a copy of the notice of disconnection, contacting the commission or such other local government unit as the commission shall, by rule or regulation, designate.
- C. Carrier will not terminate service on a Friday, Saturday or Sunday; on a bank holiday or the day preceding a bank holiday; a holiday observed by the public utility; or on a holiday observed by the commission or the day before such holiday.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.4 Service may be discontinued by Carrier, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements

- 2.7.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscribers' receipt of its bill.
- 2.7.3 Carrier may impose a late payment charge upon business customers not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of \$15.00 may be imposed for returned checks.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered.

- 2.9.1 Billing disputes shall be processed by the Carrier or its billing agent consistent with the Commission's regulations at 52 PA Code Chapter 64.
- 2.9.2 Customers unsatisfied with the Carrier's handling of a billing dispute may contact the Commission's Bureau of Consumer Services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Billing Entry Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction 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 and may be required in addition to a deposit.

A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

2.12 Deposits

- a. The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- b. For Access and Private Line Service, a deposit will be required under the following conditions:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

1. Applicant has had no previous Access or Private Line Service; or
 2. Applicant does not have verifiable credit with any xDSL Networks, Inc. affiliate anywhere within the region in the same of similar business; or
 3. Applicant has had previous verifiable Access or Private Line Service with any xDSL Networks, Inc. affiliate anywhere within the region but has an outstanding and unpaid bill for Access or Private Line Service; or has not established satisfactory credit. Satisfactory credit for an Access or Private Line Service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
 4. Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- c. An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- d. The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- e. Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

1. In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
 2. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- f. The amount of the deposit shall be the estimated charges for the Access or Private Line Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- g. When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Access or Private Line Service is a current non residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- h. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

- i. The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- j. When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- k. Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.
- l. When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for an Access or Private Line Customer is defined as twelve consecutive months of Access or Private Line service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

2.13 Taxes and Surcharges

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the Subscriber, are billed as separate line items and are not included in the quoted rates.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.15 Promotions

Carrier may from time to time offer promotional services.

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SECTION 3 APPLICATION OF RATES

3.1 Rates Based Upon Distance

Distance between two points is measured as airline distance between either two Customer premises or between the Customer premise and the xDSL Gateway of the originating and terminating telephone lines.

The airline distance between any two Customer premises or between a Customer premises and the Level gateway is determined as follows:

- a) Obtain the longitude and latitude coordinates for each Customer premises or from the Customer premise and the xDSL Gateway.
- b) Compute the difference between the longitude coordinates of the two locations; and the difference between the two coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the longitude difference and the square of the difference obtained in step (c) above.
- e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**4.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (cont'd)**4.2 Basis for Charges**

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

4.3 Basis for Cost Computation

The costs referred to in 11.2 preceding may include one or more of the following items to the extent they are applicable:

- (A) installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation,
 - (4) rights of way, and
 - (5) any other item chargeable to the capital account;
- (B) annual charges including the following:
 - (1) cost of maintenance;

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS. (Cont'd)

4.3 Basis for Cost Computation (cont'd)

(B) annual charges including the following (cont'd)

- (2) depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (4) any other identifiable costs related to the facilities provided; and
- (5) an amount for return and contingencies.

4.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

1. The maximum termination liability is equal to the total cost of the special facility as determined under 4.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
2. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS. (CONT'D)

4.5 Term

The minimum term for any xDSL Networks, Inc. service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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SECTION 5. DEDICATED ACCESS SERVICES

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

5.1 Services Offered

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)
DS1 Service (1.5 Mbps)
DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB).

5.2 Type I and Type II Services

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's facilities).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a nondiscriminatory manner.

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.3 DS3 SERVICE (44.736 Mbps)

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz. 1

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)**5.3 DS3 SERVICE (44.736 Mbps)(cont'd)**

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

5.4 DS1 Service (1.544 Mbps)

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps \pm 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;

- or -

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.4 DS1 Service (1.544 Mbps)(cont'd)

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse

Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is ± 50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.4 DS1 Service (1.544 Mbps)(cont'd)

ESF DS1:

Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

5.5 DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3.

5.6 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

5.6.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.6.1 Effective 2-Wire Service (cont'd)

interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

5.6.1.1 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

5.6.1.2 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

5.6.2.1 56 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported. (Possible NCI Code: 04DU5-56).

5.6.2.2 64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.6.3 DS1 Hub Service (cont'd)

DS1 Hub Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits.

5.7 Rates for Dedicated Access Services

5.7.1 General

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service:

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and the xDSL Gateway. This rate element applies per circuit endpoint.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the xDSL Gateway. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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SECTION 5 DEDICATED ACCESS SERVICES (cont'd)

5.7.2 DS3 Service (44.736 Mbps)

5.7.2.1 Type I DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$1,440
Interoffice Channel Mileage (Per Mile)	\$36
Installation Rate	\$1,200

5.7.2.2 Type II DS3 Service

Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$2,430
Interoffice Channel Mileage (Per Mile)	\$49.20
Installation Rate	\$1,200

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)5.7.2.3 Volume Discounts

Volume Discounts for DS3's Volume	Rate Per DS3 Channel		
	1 Year	2 Year	3 Year
\$2,500.00	0%	5%	10%
\$5,000.00	2%	7%	12%
\$10,000.00	3%	8%	13%
\$15,000.00	4%	9%	14%
\$20,000.00	4%	9%	14%
\$35,000.00	5%	10%	15%
\$50,000.00	6%	11%	16%
\$75,000.00	8%	13%	18%
\$100,000.00	9%	14%	19%
\$150,000.00	10%	15%	20%
\$200,000.00	11%	16%	21%
\$250,000.00	12%	17%	22%

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)**5.7.3 DS1 Service (1.544 Mbps)****5.7.3.1 Type I DS1 Service**

Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$240
Interoffice Channel Mileage (Per Mile)	\$16.20
Installation Rate	\$630

5.7.3.2 Type II DS1 Service

Rates	1 Year
Interoffice Channel Mileage (Fixed)	\$240
Interoffice Channel Mileage (Per Mile)	\$16.20
Installation Rate	\$630

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)**5.7.3.3 DS3 Hub Service**

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a xDSL Hub onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end. There is a minimum 1-year service period for each DS3 Hub Service.

Service Configuration	Non-Recurring	Recurring
DS3 Channel between a Client Location and a xDSL Gateway	Standard DS3 Rate Schedule	
DS3 Hub Port @ xDSL Gateway	N/A*	\$600
End Link Access Charge	Standard DS1/DS0 Rate Schedule	

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)**5.7.3.4 Channelized DS3 Service**

This service consists of 28 DS1 (1.544 Mb ps) digital channels which connect two client locations each utilizing Channelized DS3 Service. The connection will be rated as a standard DS3 circuit and at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring
		1 Yr.
Twenty Eight (28) DS1's between two Client Locations	Standard DS3 Rate Schedule	
Digital Channels @ Both Client Locations	No incremental charge	No incremental charge

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.7.4 DS0 Service

5.7.4.1 Basic Type I DS0 Service

DS0 Service	Non-Recurring*	Monthly Recurring	
		Fixed Charges	DS0 Mileage
56 or 64 kbps	\$360	\$180	.65/mile

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Baltimore, MD 21204

SECTION 5. DEDICATED ACCESS SERVICES (cont'd)**5.7.4.2 DS1 Hub Service**

This service consists of up to 24 DS0 digital channels, which are aggregated at a xDSL Gateway onto a standard DS1 circuit with Interoffice Mileage at the terminating end. There is a minimum 1 year service period for each Hubbed DS1 Service.

Standard Rate Elements	Non-Recurring	Monthly Recurring		
DS1 Channel between client location and a xDSL Gateway	Applying appropriate DS1 Nonrecurring Charge	Standard DS1 Rate Schedule		
DS1 Hub @ xDSL Gateway	N/A	\$600		
DS0 End Link	Apply appropriate DS0 Nonrecurring Charge	Standard DS0 Rate Schedule		

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.7.4.3 Channelized DS1 Service

Service Component	Non-Recurring	Monthly Recurring		
		1 YR.	2 YR.	3 YR.
Mileage Charge	Standard DS1 Rate Schedule	Standard DS1 Schedule	Standard DS1 Schedule	Standard DS1 Schedule
56 or 64 Kbps x N (N > 1)	Standard DS0 Rate Schedule	No Incremental Changes	No Incremental Changes	No Incremental Changes
Design Changes and Reinstallation				

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SECTION 5. DEDICATED ACCESS SERVICES (cont'd)

5.8 Non-Standard Offerings

5.8.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts will be submitted to the Illinois P.U.C. pursuant to Commission Rules.

270098.1

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Baltimore, MD 21204

EXHIBIT E

Tentative Operating Balance Sheet and Projected Income Statement
for the First Year of Operation
within the Commonwealth of Pennsylvania

PUBLIC COPY
FINANCIAL INFORMATION DELETED

Exhibit E.1

Financial Information For xDSL Networks, Inc.

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Exhibit E.2

xDSL Networks, Inc.
Balance Sheet
As of February 4, 1999

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Exhibit E.2 (Cont'd)

xDSL Networks, Inc.
Profit and Loss Statement
January 1 through February 4, 1999

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Exhibit E.3

Proforma Balance Sheet and Income/Loss Statement

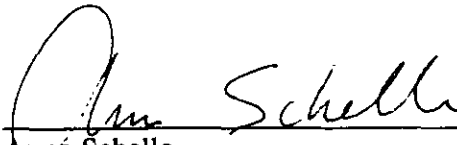
**PUBLIC COPY
FINANCIAL INFORMATION DELETED**

VERIFICATION

State of Maryland)
County of Baltimore)

ss:

I, Anne Schelle, being duly sworn according to law, declare that I am Vice-President of Legislative and Regulatory Affairs of xDSL Networks, Inc., the Applicant in the subject proceeding; that I have read the foregoing application and exhibits; and that the same are true and correct to the best of my knowledge, information, and belief.



Anne Schelle
Vice-President of Legislative and Regulatory Affairs
xDSL Networks, Inc.

Sworn and subscribed before me this 6th day of February, 1999.



Signature of official administering oath [SEAL]

My commission expires : 3/1/2000

CERTIFICATE OF SERVICE

I, Sonja Sykes Munro do certify that, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, I have served a copy of the signed and verified Application, with attachments, on the following:

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

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

Further, pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 & 1.58, I attach this Certificate of Service as Proof of Service of the Application and attachments upon the above named parties.

Sonja Sykes Munro

Dated: Feb. 12, 1999

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

FEB 11 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Application of xDSL Networks, Inc.)
For approval to offer, render, furnish,)
or supply telecommunications services)
as a Competitive Local Exchange Carrier)
to the public in the Commonwealth)
of Pennsylvania)

Application Docket No. _____
F _____
199__

MOTION FOR A PROTECTIVE ORDER TO LIMIT THE
AVAILABILITY OF PROPRIETARY INFORMATION

xDSL Networks, Inc. ("xDSL"), by its counsel, and pursuant to Section 5.423 of the Commission's rules, hereby moves for a protective order limiting the availability of its Operating Balance Sheet and Projected Income Statement (collectively the "Financial Information"), attached as Exhibit E to the application filed in the above-referenced docket.

The potential harm to xDSL of release of its Financial Information outweighs the public's interest in this information. In each jurisdiction where xDSL has filed an application seeking authority to provide telecommunications services, xDSL has requested and received proprietary treatment of its Financial Information. Disclosure of the Financial Information to the public would result in an unfair competitive advantage to xDSL's competitors, since such competitors could ascertain xDSL's business plans and targeted market segments through the use of the Financial Information.

There can be little, if any, detriment to the public through nondisclosure of this information, since xDSL has made its Financial Information available to the Commission in its original application. xDSL merely requests that the Commission limit the availability of its Financial Information to the members of the Commission and Commission Staff charged with

the responsibility of determining whether xDSL possesses the requisite financial qualifications to render its proposed telecommunications services.

Respectfully submitted,



Ronald J. Jarvis
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (phone)
(202) 424-7645 (fax)

Counsel for xDSL Networks, Inc.

Dated: February 11, 1999

**Certificates of Service
for Bell Atlantic-Pennsylvania**

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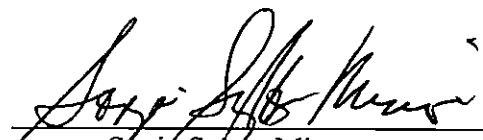
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I, Sonja Sykes-Minor, do certify that, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, I have served a copy of the signed and verified Application, with attachments, on the following:

William J. Mitchell, Jr.
Vice President
Bell Atlantic-Pennsylvania, Inc.
1717 Arch Street
17th Floor
Philadelphia, PA 19103

Further, pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 & 1.58, I attach this Certificate of Service as Proof of Service of the Application and attachments upon the above named parties.



Sonja Sykes-Minor

Dated: May 28, 1999

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

DATE: June 3, 1999

SUBJECT: A-310826; A-310826F0002
A-310826F0003; A-310826F0004

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of xDSL Networks, Inc

EEF

We attach hereto a copy of the Application of xDSL Networks, Inc., for approval to provide telecommunication services as a Reseller of Toll Services (A-310826), Competitive Local Exchange Carrier (A-310826F0002), Interexchange Carrier (A-310826F0003) and Competitive Access Provider (A-310826F0004), to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above numbers.

The Protest period for this application expired on February 26, 1999.

Since no protests have been received within this time period, this matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

ddt

Attachment

DOCKETED
JUN 06 1999

**DOCUMENT
FOLDER**

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

IN REPLY PLEASE
REFER TO OUR FILE

June 3, 1999

RONALD J JARVIS
COUNSEL FOR xDSL NETWORKS INC
SWIDLER BERLIN SHEREFF FRIEDMAN LLP
3000 K STREET NW SUITE 300
WASHINGTON DC 20007-5116

Dear Mr. Jarvis:

Please be advised that the Application of xDSL Networks, Inc., to provide telecommunications services as a Reseller of Toll Services (A-310826), Competitive Local Exchange Carrier (A-310826F0002), Interexchange Carrier (A-310826F0003), and Competitive Access Provider (A-310826F0004), to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

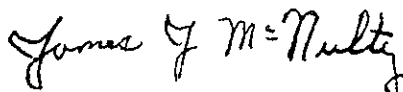
The protest period for this application expired on February 26, 1999.

Since no protests have been received within the time period, this matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

EEF

DOCKETED
JUN 06 1999

**DOCUMENT
FOLDER**