

I N T E R
O F F I C E

MEMO

July 17, 2000

Subject: A-310804; Joint Petition of GTE North, Inc. and DPI-Teleconnect, LLC for approval of a Resale Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants 

On March 8, 1999, the above-captioned Petition was filed with the Commission and on May 13, 1999, an Opinion and Order was entered approving the Resale Agreement. Please be advised that on May 21, 1999, GTE filed a letter indicating that a true and correct copy of the Agreement was filed with the original Petition and it is not necessary to file another copy. Accordingly, please mark this proceeding as closed with respect to this Resale Agreement.

If you have any questions concerning this information, please feel free to contact me.

*oh to
97
8/22/01*

DOCKETED
SEP 05 2000

DOCUMENT
FOLDER

I N T E R
O F F I C E

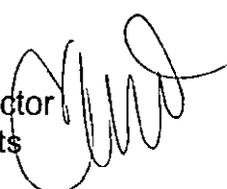
MEMO

July 17, 2000

Subject: A-310804; Joint Petition of Bell Atlantic-Pennsylvania, Inc. and DPI-Teleconnect, LLC for approval of a Resale Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants



On October 29, 1999, the above-captioned Petition was filed with the Commission and on January 13, 2000, an Opinion and Order was entered approving the Resale Agreement. Please be advised that on March 15, 2000, Bell filed a letter indicating that a true and correct copy of the Agreement was filed with the original Petition and it is not necessary to file another copy. Accordingly, please mark this proceeding as closed with respect to this Resale Agreement.

If you have any questions concerning this information, please feel free to contact me.

*at to Close
97 4/22/00*

DOCUMENT
FOLDER
DOCKETED
SEP 05 2000

I N T E R
O F F I C E

MEMO

DUCKETED
OCT 30 2000

September 22, 2000

Subject: A-310804; Joint Petition of United Telephone Company, d/b/a Sprint and DPI Teleconnect for approval of a Resale Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

DOCUMENT
FOLDER
ok to Close
10/14/01

On April 27, 2000, the above-captioned Petition was filed with the Commission and on June 25, 2000, an Opinion and Order was entered approving the Resale Agreement. Please be advised that on July 26, 2000, United filed a letter indicating that a true and correct copy of the Agreement was filed with the original Petition. Accordingly, please mark this proceeding as closed with respect to this Resale Agreement.

If you have any questions concerning this information, please feel free to contact me.

ORIGINAL

DPI-TELECONNECT, L.L.C.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL SERVICES
WITHIN THE STATE OF PENNSYLVANIA

DOCUMENT
FOLDER

RECEIVED

OCT 30 2000

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
NOV 07 2000

TABLE OF CONTENTS

TABLE OF CONTENTS	1
CHECK SHEET	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
APPLICATION OF TARIFF	5
1. DEFINITIONS	6
2. REGULATIONS	9
2.1 Undertaking of the Company	9
2.2 Prohibited Uses	16
2.3 Obligations of the Customer	16
2.4 Customer Equipment and Channels	19
2.5 Payment Arrangements	20
2.6 Allowances for Interruptions of Service	23
2.7 Cancellation of Service	25
2.8 Transfers and Assignments	26
2.9 Notices and Communications	26
3. SERVICE DESCRIPTIONS AND RATES	27
3.1 Local Exchange Service	27
3.2 Directory Listings	28
3.3 Emergency Services (Enhanced 911)	29
3.4 Promotional Offerings	29
3.5 Customer Service	30
4. LIFELINE SERVICE	
4.1 Description	30
4.2 Regulations	30
4.3 Dial Tone Line Monthly Rate	33
5. LINK UP AMERICA SERVICE	
5.1 Description	34
5.2 Regulations	34
6. RATES	35

CHECK SHEET

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

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

Issued: October 1, 2000

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

Effective: October 31, 2000

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

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

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

TARIFF FORMAT

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

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

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

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

APPLICATION OF TARIFF

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

Issued: October 1, 2000

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

Effective: October 31, 2000

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

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

Commission: Pennsylvania Public Utility Commission unless content indicates otherwise.

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

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

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

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

SECTION 1 - DEFINITIONS (continued)

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

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

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

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

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

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

SECTION 1 - DEFINITIONS (continued)

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

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

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

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

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

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

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

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

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

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

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

2.1.3 Terms and Conditions

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

2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 5 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

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

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

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

2.1.4 Liability of the Company

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

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

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

- 2.1.4.C *The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.*
- 2.1.4.D *The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.*
- 2.1.4.E *The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.*
- 2.1.4.F *The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.*
- 2.1.4.G *The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the*

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

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

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

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

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

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

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

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

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

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

2.1.4.M With respect to Emergency Number 911 Service:

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

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

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

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

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

2.1.5 Notification of Service-Affecting Activities

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

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and applicable state rules and regulations.

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

2.1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

Issued:

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

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

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

Issued:

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

Effective: _____

2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from

Issued:

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

Effective: _____

2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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

2.3.2 Claims

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

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

Issued:

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

Effective: _____

2.3. Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

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

2.4.2 Inspections

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

Issued:

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

Effective: _____

2.4. Customer Equipment and Channels (Cont'd)

2.4.2 Inspections (Cont'd)

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

2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

2.5.2 Billing and Collection of Charges

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

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

Issued:

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

Effective: _____

2.5 Payment Arrangements (Cont'd)

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

2.5.3 Disputed Bills

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

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

2.5.4 Discontinuance of Service

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

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

2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days prior written notice of disconnection to the Customer, discontinue service if such violation continues during that period.

2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.

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

Issued:

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

Effective: _____

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

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

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

1. *Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.*
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
4. After 10 days written notice to a Customer who has failed to pay any regulated sum when payment was due;
5. Ten (10) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that ten (10) day period.

Issued:

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

Effective: _____

2.5.4 Discontinuance of Service (Cont'd)

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

2.5.5 Credit Allowance - Directory

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

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

2.6 Allowances for Interruptions of Service

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

Issued:

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

Effective: _____

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

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

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

Issued:

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

Effective: _____

- 2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.A Applications for new service are noncancellable unless the Company otherwise agrees or receives five days notice prior to installation. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- 2.7.1.B Where, prior to cancellation by the Customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

- 2.7.2.A To cancel or terminate service, a customer must provide the Company with 5 days notice.
- 2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.6.2, all costs, fees and expenses incurred in connection with:

Issued:

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

Effective: _____

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

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or © pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Issued:

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

Effective: _____

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service

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

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

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

3.1.1 Local Line

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

3.1.1.A Standard Features

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

3.1.1.B Optional features:

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

Issued:

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

Effective: _____

3.1 Local Exchange Service (Cont'd)

3.1.1.C Local Line Rates and Charges

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

1. One-Time Activation Fee

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

2. Recurring Charges

Local Line - Monthly Recurring	\$49.99
--------------------------------	---------

3. Optional Features

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

*If service is installed after initial installation.

3.2 Directory Listings

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

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

Issued:

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

Effective: _____

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

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

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

3.2.5 Non-Recurring Charges

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

Non-Recurring

Primary Listing (one number) No Charge

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number) No Charge

3.3 Emergency Services (Enhanced 911)

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

3.4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to

Issued:

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

Effective: _____

the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Commission.

3.5 Customer Service

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

4.0. LIFELINE SERVICE

4.1. DESCRIPTION

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. NOTE: Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

4.2 REGULATIONS

4.2.1. Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

4.2.2. Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:

1. One-Party Residence Unlimited Service and Local Measured Service, if available.
2. Directory Listing (standard only).
3. Non-Published or Non-Listed Telephone Number Service.
4. Access to Directory Assistance Service.
5. Touch Tone Calling Service.
6. Access to Message Toll Telephone Service and Optional Dial Station-To-Station. Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900/ and any other type of Audiotex Service.
7. Access to Operator Services.
8. Voluntary Toll Restriction Option.
9. Link Up America (if eligible).
10. Access to 800/888 Services.
11. Access to Call Trace.
12. Access to Alerting and Reporting Systems (9-1-1 dialing).

Issued:

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

Effective: _____

13. Access to the Pennsylvania Telecommunications Relay Service.
14. Caller ID Per-call and Per-line Blocking
15. One option vertical service (1)

(1) When a Lifeline customer subscribes to the company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

- 4.2.3. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by DPI-Teleconnect, L.L.C..

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicaid
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and DPI-Teleconnect, L.L.C.

- 4.2.4. Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2 (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by DPI-Teleconnect, L.L.C. When the Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 2 (c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service

Issued:

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

Effective: _____

arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

- 4.2.5. A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- 4.2.6. Only services listed in 2 (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- 4.2.7. Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- 4.2.8. Customer requested temporary suspension of Lifeline Service is not permitted.
- 4.2.9. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- 4.2.10. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- 4.2.11. Lifeline customers are subject to all Residence service regulations in this and other tariff of DPI-Teleconnect, L.L.C.
- 4.2.12. Residence Lifeline Service cannot be resold by the Lifeline customer of the Lifeline customer's agent(s).
- 4.2.13. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c)(4) of the Telecommunications Act of 1996.
- 4.2.14. All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- 4.2.15. Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who

Issued:

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

Effective: _____

subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.

4.2.16. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

4.3. DIAL TONE LINE MONTHLY RATE

4.3.1. Applicable Residence Dial Tone monthly rate minus \$1.75(1).

4.3.2. Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50(1) (2).

4.3.3. Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.
- (2) \$4.35 for Interstate Pricecap Companies per FCC CALLS order (FCC 00-193) May 31, 2000

Issued:

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

Effective: _____

5.0 LINK UP AMERICA SERVICE

5.1 DESCRIPTION

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. NOTE: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.

5.2 REGULATIONS

Link Up America is available to residence customers who meet the following eligibility criteria:

- 5.2.1. The applicant must not be a dependent for federal incometax purposes, unless he or she is 60 years of age or older.

The applicant must self-certify the requirement set ut in (a).

- 5.2.2. An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by DPI-Teleconnect, L.L.C.

Pennsylvania Department of Public Welfare Link Up America Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicaid
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link Up America Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and DPI-Teleconnect, L.L.C.

Issued:

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

Effective: _____

- 5.2.3. The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a customer's principal residence.
- 5.2.4. Link Up America applicants are not exempt from Telephone Company Deposit requirements.
- 5.2.5. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- 5.2.6. The Link Up America discount does not apply to applicants who are full-time students living in university or college controlled housing.

6.0 RATES

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Telephone Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Telephone Company's tariffs.

Issued:

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

Effective: _____

EXHIBIT "A"

PROPOSED LOCAL EXCHANGE TARIFF

A - 310804

DPI-TELECONNECT, L.L.C.

PA. PUC Telephone Tariff NO. 1
ORIGINAL TITLE PAGE

DPI-TELECONNECT, L.L.C.

2997-LBJ Freeway, Suite 225
Dallas, Texas 75234

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES
WITHIN THE STATE OF PENNSYLVANIA
IN THE SERVICE TERRITORIES OF VERIZON PENNSYLVANIA, INC.,
VERIZON NORTH, INC., AND
UNITED TELEPHONE COMPANY OF PENNSYLVANIA

Issued: February 11, 2002

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

Effective: _____

TABLE OF CONTENTS

TABLE OF CONTENTS.....1
CHECK SHEET2
EXPLANATION OF SYMBOLS3
TARIFF FORMAT.....4
APPLICATION OF TARIFF5

1. DEFINITIONS6

2. REGULATIONS9
2.1 Undertaking of the Company9
2.2 Prohibited Uses17
2.3 Obligations of the Customer17
2.4 Customer Equipment and Channels20
2.5 Payment Arrangements21
2.6 Allowances for Interruptions of Service25
2.7 Cancellation of Service27
2.8 Transfers and Assignments27
2.9 Notices and Communications28

3. SERVICE DESCRIPTIONS AND RATES29
3.1 Local Exchange Service.....29
3.2 Directory Listings38
3.3 Emergency Services (Enhanced 911).....39
3.4 Promotional Offerings39
3.5 Customer Service.....39
3.6 Miscellaneous Service.....40

CHECK SHEET

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

<u>SHEET</u>	<u>NUMBER OF REVISION (Except as indicated)</u>	<u>SHEET</u>	<u>NUMBER OF REVISION (except as indicated)</u>
1	Original	36	Original
2	Original	37	Original
3	Original	38	Original
4	Original	39	Original
5	Original	40	Original
6	Original	41	Original
7	Original	42	Original
8	Original	43	Original
9	Original	44	Original
10	Original	45	Original
11	Original	46	Original
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		

Issued: February 11, 2002

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

Effective: _____

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

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

- I - To signify an increase in rates
- D - To signify a decrease in rates
- C - To signify all other changes

TARIFF FORMAT

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

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

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

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

APPLICATION OF TARIFF

This tariff sets forth the offerings, rates, terms and conditions applicable to the furnishing of the Competitive Local Exchange Carrier Service offered by DPI-Teleconnect, L.L.C. (hereinafter "Company"). This tariff is on file with the Pennsylvania Public Utility Commission, ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

Issued: February 11, 2002

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

Effective: _____

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

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

Commission: Pennsylvania Public Utility Commission unless content indicates otherwise.

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

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

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

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

SECTION 1 - DEFINITIONS (continued)

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

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

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

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

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

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

Service(s): "Service(s)" means the Company's communications common carrier service(s) provided under this Tariff.

SECTION 1 - DEFINITIONS (continued)

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

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

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

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

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

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

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

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

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

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- 2.1.1.A The Company undertakes to furnish intrastate telecommunications services within the state of Pennsylvania in the service territories of Incumbent Local Exchange Carriers Verizon Pennsylvania, Inc., Verizon (GTE North), and United Telephone Company of Pennsylvania, as set forth in Section 3.1, under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.
- 2.1.1.B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

- 2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

- 2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued after notice if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- 2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by the Customer upon five (5) days written notice, or by the Company pursuant to Section 2.5.4 of this tariff. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination

Issued: February 11, 2002

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

of the term of the Agreement shall survive such termination.

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

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

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

2.1.4 Liability of the Company

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

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

Issued: February 11, 2002

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

- 2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- 2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

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

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

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

2.1.4.I Limitation of Liability

2.1.4.I.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.6 of this tariff.

Issued: February 11, 2002

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

Effective: _____

2.1.4.I Limitation of Liability (Cont.)

2.1.4.I.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.1.4.I.1 hereof.

2.1.4.I.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.1.4.I.1 hereof.

2.1.4.I.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.

2.1.4.I.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.

2.1.4.I.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived of not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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

Issued: February 11, 2002

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

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

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

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

2.1.4.M With respect to Emergency Number 911 Service:

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

Issued: February 11, 2002

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company. (Cont'd)

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

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

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

2.1.5 Notification of Service-Affecting Activities

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

Issued: February 11, 2002

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

Effective: _____

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and applicable state rules and regulations.

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

2.1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

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

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

2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from

2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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

2.3.2 Claims

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

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

Issued: February 11, 2002

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

Effective: _____

2.3. Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

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

2.4.2 Inspections

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

Issued: February 11, 2002

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

Effective: _____

2.4. Customer Equipment and Channels (Cont'd)

2.4.2 Inspections (Cont'd)

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

- 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users, including prepaid charges pursuant to this tariff, and any and all charges incurred by the Customer on a postpaid basis.

- 2.5.1.A Taxes: Municipal excise taxes are listed as separate line items and are not included in the in the stated rates.
- 2.5.1.B Miscellaneous Rates and Charges: The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, Telecommunications Relay Service surcharges, and the Subscriber Line Charges.

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

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

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

2.5.2.A.1 If payment is received after the due date, the Customer will incur a monthly late payment charge of 1.2% on the full unpaid and overdue balance. The late payment charge shall be cancelled only on the overdue portion of the balance due, excluding previously accrued late payment charges.

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

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. Complaints may be directed to the Company either orally or in writing by calling or writing to the address below.

2.5.3.A The date of the dispute shall be the date the Customer contacts the Company.

2.5.3.B If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. Customers may contact the Commission to file a complaint as follows:

Pennsylvania Public Service Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
Phone No. (717) 783-5187

2.5.4 Suspension or Discontinuance of Service

The Company may, upon seven (7) days written notice, suspend service to the Customer upon the violation of any of the terms for furnishing service.

2.5.4.A Notwithstanding the foregoing, upon the Customer's failure to timely appeal from or comply with the terms of a Company report as described in 52 PA. Code § 64.142, an informal complaint report, a Commission Order regarding a formal complaint, or a payment agreement for nonbasic Service, or both, the Company shall not be required to provide further written notice before suspension of Service if the Company attempts to contact the Customer twenty-four (24) hours before suspension of Service.

2.5.4.B Following at least ten (10) days after the suspension of Customer's Service, the Company may discontinue Service for the Customer's failure to pay a Suspension Restoral Fee or the Customer's failure to remedy the following grounds for suspension:

1. Failure to make satisfactory payment arrangements for past due amounts.
2. Failure to meet the requirements of a payment agreement.
3. Failure to give adequate assurance that an unauthorized use of Service will cease.

2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.

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

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

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

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment,

2.5 Payment Arrangements (Cont'd)

2.5.4 Suspension or Discontinuance of Service (Cont'd)

either in whole or in part, of the tariffed charges for the service by:

- (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
4. After 10 days written notice to a Customer who has failed to pay any regulated sum when payment was due;
 5. Ten (10) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that ten (10) day period.

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

2.5.5 Credit Allowance - Directory

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

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

Issued: February 11, 2002

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

Effective: _____

2.5.5 Credit Allowance – Directory (Cont.)

service during the period the error or omission continued.

4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.6 Allowances for Interruptions of Service

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

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

2.6.1.A Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

2.6.1.B Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

2.6.1.C For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. If Service is interrupted for a period of at least twenty four (24) hours, after notice by the Customer to the Company, a credit allowance shall be calculated as follows:

2.6.1.C.1 One-thirtieth (1/30) of the tariff rate, as set forth in Section 3 of this Tariff, for the interrupted Service for each of the first three (3) full

2.6.1 Credit Allowances (Cont.)

twenty four (24) hour periods during which Service is interrupted after notice by the Customer to the Company;

- 2.6.1.C.2 Two-thirtieths (2/30) of the monthly tariff rate as set forth in Section 3 of this Tariff, for each full twenty four (24) hour period of interrupted Service beyond the first three (3) full twenty four (24) hour periods described in Section 2.6.1.C.1. However, in no event shall the total credit allowance exceed the total monthly tariff rate for the Service interrupted.

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

Issued: February 11, 2002

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

Effective: _____

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.A When the Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified in Section 2.7.1.B.

2.7.1.B Where, prior to cancellation by the Customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.

2.7.2 Cancellation of Service by a Customer

2.7.2.A To cancel or terminate service, a customer must provide notice by either oral communication or by written documentation within five (5) days of estimated activation date to the Company.

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

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

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or copyright pursuant to any financing, merger or reorganization of the Company.

Issued: February 11, 2002

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

Effective: _____

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Issued: February 11, 2002

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

Effective: _____

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service

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

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

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900. 976). The Company adopts the exchange map(s) and legal description(s) filed with the Commission by the incumbent local exchange carrier(s) whose services the Company resells. The Company's local calling area is identical to the local calling areas applicable in the following Incumbent Local Exchange Carriers local exchanges:

VERIZON PENNSYLVANIA, INC.

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Alexandria	Aliquippa	Allentown	Amber
Ambridge	Annville	Ardmore	Ashland
Austin	Avella	Avis	Avondale
Baden	Barnesboro	Bath	Beaver Falls
Bedminster	Bellefonte	Belle Vernon	Bellwood
Berwick	Bessemer	Bethayres	Bethel Pk.
Bethlehem	Big Run	Black Lick	Blairsville
Bloomsburg	Boalsburg	Bolivar	Bradford
Bridgevl.	Briston	Broomall	Brownsville
Bryn Mawr	Buckingham	Burgettstown	Bushkill
California	Canonsburg	Carbondale	Carnegie
Carrolltown	Carversville	Catasauqua	Catawissa
Center Point	Centre Hall	Charleroi	Cheltenham
Cherry Tree	Chester	Cstr. Hts.	Chester Spgs
Clairton	Clarion	Claysville	Clearfield
Clymer	Coatesville	Collegeville	Connellsville
Conshckn.	Corapolis	Coudersport	Cresco
Cresson	Curwensville	Cynwyd.	Danville
Darby	Dauphin	Dawson	Derry
Donora	Downington	Doylestown	Dublin

Issued: February 11, 2002

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

Effective: _____

3.1 Local Exchange Service (Cont.)

VERIZON PENNSYLVANIA, INC. (Cont.)

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
DuBois	Eagle	Easton	East Palestine
Ebensburg	Eddington	Eldred	Elizabeth
Ellwood City	Elysburg	Endeavor	Exton
Fairchance	Farmington	Fayette City	Feastrvl.
Finleyville	Fleetwood	Flrtn.	Fox Chpl.
Frackville	Freeland	Frenchville	Galeton
Girardville	Glen Campbell	Glenmoore	Glenshaw
Glenwillard	Green Lane	Greensburg	Greenville
Grove City	Halifax	Hamburg	Hamlin
Harleysville	Harrisburg	Hastings	Hatboro
Havertown	Hawley	Hazleton	Hellertown
Herminie	Holidaysburg	Homer City	Honesdale
Honey Brook	Hookstown	Houtzdale	Hummelstown
Huntingdon	Imperial	Indiana	Irwin
Jeannette	Jermyn	Jersey Shore	Jim Thorpe
Kane	Kemblesville	Kennett Square	Kingston
Kulpmont	Kutztown	Lake Ariel	Lake Como
Lancaster	Landenberg	Landisville	Langhorne
Lansdale	Latrobe	Lebanon	Leeper
Lehighton	Lenape	Levittown	Lewistown
Ligonier	Line Lexington	Lock Haven	Lords Valley
Lowellville	Ludlow	Mahaffey	Mahanoy City
Marchland	Marienville	Marion Center	Masontown
McAdoo	McClellandton	McDonald	McKeepspt.
McMurray	McVeytown	Mechanicsburg	Media
Mendenhall	Mercer	Middletown	Midland
Millersville	Milheim	Millville	Milton
Minersville	Monessen	Monongahela	Moosic
Morrisville	Mortonville	Moscow	Mountaintop
Mt. Carmel	Mt. Gretna	Mt. Jewett	Mt. Pleasant
Mt. Pocono	Mt. Union	Nanticoke	Nazareth
Nequehoning	New Castle	New Florence	Newfoundland
New Hope	New Knsngtm.	New Phila.	New Salem
Newton	Norristown	Northampton	Northumberld.
North Wales	Numidia	Oakdale	Oakmont
Olyphant	Orwigsburg	Osceola Mills	Oxford

Issued: February 11, 2002

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

Effective: _____

3.1 Local Exchange Service (Cont.)

VERIZON PENNSYLVANIA, INC. (Cont.)

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Palmyra	Paoli	Paris	Parkesburg
Parkwood	Patton	Penn Hls.	Pennsburg
Perkasie	Perryopolis	Perrysvl.	Philadelphia
Philipsburg	Phoenixville	Pittsburgh	Pittston
Plsnt Hls	Plumsteadville	Plymouth	Point Marion
Portage	Port Allegany	Pottstown	Pottsville
Pughtown	Punxsutawney	Quakertown	Reading
Renovo	Republic	Rew	Reynoldsville
Riegelsville	Rochester	Roulette	Royersford
Russell	Saint Clair	Saxton	Schuylkill Hvn.
Schwenksville	Scottdale	Scranton	Sewickley
Shamokin	Sharon	Sharpsville	Shenandoah
Slatington	Smethport	Smithfield	Smiths Ferry
Smock	Snow Shoe	Souderton	Springdale
Spring Mills	Springtown	State College	Strasburg
Stroudsburg	Sugar Grove	Sunbury	Swarthmr.
Sykesville	Tamaqua	Tarentum	Taylor
Tidioute	Tionesta	Trtl Crk	Tyrone
Ulysses	Uniontown	Unionville	Upr. Darby
Upr. Black Eddy	Vly. Frg.	Wallenpaupack	Wampum
Warrington	Warren	Washington	Washingtonvl.
Wayne	Weatherly	W. Alexander	West Chester
West Grove	W. Middlesex	West Newton	Westtown
White Haven	Wilkes-Barre	Williamsport	Wlw. Grv.
Winburne	Woolrich	Wycombe	Wyoming
Yardley	Youngsville	Youngwood	Zelienople

VERIZON NORTH, INC.

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Airville	Avonmore	Beaverdale	Berlin
Bernville	Boswell	Brogue	Cambridge Spr
Central City	Clintonville	Confluence	Cooperstown
Corry	Davidsville	Delta	Dillsburg
Dover	East Berlin	Edinboro	Erie

Issued: February 11, 2002

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

Effective: _____

3.1 Local Exchange Service (Cont.)

VERIZON NORTH, INC.

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Fairview	Fawn Grove	Franklin	Frystown
Girard	Glen Rock	Grand Valley	Hooversville
Jefferson	Johnstown	Jonestown	Lincolnville
Loganville	Manchester	McKean	Meyersdale
Myerstown	Nanty Glo	New Bedford	New Wilmington
North East	Oil City	Pleasantville	Princeton
Red Lion	Robesonia	Rockwood	Salisbury
Saltsburg	Sayre	Schaefferstown	Seward
Shellsville	Somerset	South Fork	Spartansburg
Spring Grove	Stewartstown	Stoystown	Titusville
Union City	Vandergrift	Waterford	Wattsburg
Wellerburg	Wesley	Windber	Womelsdorf
Wrightsville	York		

UNITED TELEPHONE COMPANY OF PENNSYLVANIA

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Allensville	Gettysburg	Mt. Holly Springs
Bedford	Greencastle	New Bloomfield
Bedford Valley	Hanover	Newburg
Beech Creek	Harrisville	New Oxford
Belleville	Hewitt	Newport
Biglerville	Hopewell	Newville
Blacktown	Howard	Nixon
Blain	Hyndman	North Washington
Blue Ridge Summit	Ickesburg	Orbisonia
Bruin	Littlestown	Osterburg
Butler	Liverpool	Parker
Carlisle	Loysburg	Petrolia
Chambersburg	Loysville	Plain Grove
Charlesville	Marietta	Portersville
Chicora	Marion	Port Royal
Claysburg	Marklesburg	Prospect
Clearville	Martinsburg	Reedsville
Columbia	Marysville	Richfield

Issued: February 11, 2002

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

Effective: _____

3.1 Local Exchange Service (Cont.)

UNITED TELEPHONE COMPANY OF PENNSYLVANIA

<u>EXCHANGE</u>	<u>EXCHANGE</u>	<u>EXCHANGE</u>
Connoquenessing	McAlisterville	Roaring Spring
Dry Run	McConnellstown	Saint Thomas
Duncannon	McConnellsburg	Schellsburg
East Waterford	Mercersburg	Shade Gap
Eau Claire	Meridian	Shippensburg
Elizabethtown	Mifflintown	Slippery Rock
Emlenton	Millerstown	State Line
Evans City	Mill Hill	Thompsontown
Everett	Mount Joy	Three Springs
Fairfield	Mountville	Volant
Fayetteville		Waynesboro
Fishertown		West Sunbury
Foxburg		Williamsburg
		York Springs
		Zion

Issued: February 11, 2002

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

Effective: _____

3.1.1 Local Line

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

3.1.1.A Standard Features

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

3.1.1.A.1 Access to Toll Service

The Company's Local Line Service neither includes direct-dialing distance calling nor any other toll services. Customers who desire intraLATA and interLATA toll service may obtain access to toll service by contracting directly with a long distance service provider, or via prepaid calling cards.

3.1.1.B Optional Features:

- Call Waiting
- Return Call (*69)
- Three-Way Calling
- Caller ID Service
- Unlisted Number
- Directory Assistance
- Caller ID Number Only Service/ Anonymous Call Rejection
- Caller ID Block
- Call Block

3.1.1.B.1 Service Descriptions

(a) Call Waiting

Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. The customer may alternate between the two calls by operation of the switchhook.

3.1.1 Local Line (Cont.)

3.1.1.B.1 Service Descriptions (Cont.)

(a) Call Waiting (Cont.)

Where facilities permit, Tone Block is automatically included with Call Waiting. Tone Block permits Call Waiting subscribers to deactivate Call Waiting by dialing a special code. The Call Waiting will be automatically reactivated when the call or call attempt is terminated. There is no additional charge for the Tone Block feature of Call Waiting. Call Waiting is available to individual line customers by monthly prepaid subscription only, which provides unlimited use.

(b) Three-Way Calling

Three-Way Calling permits the customer, by operation of the switchhook, to place an existing call on hold, dial the telephone number of a third party and establish a local or toll three-way conference call. Customers can subscribe to the service by a monthly prepaid subscription only, for unlimited use.

(c) Return Call (*69)

This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials *69, then hears an announcement of the telephone number of the last party that called. If the customer wished to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. Customers subscribe to the service by a prepaid monthly subscription only for unlimited use.

(d) Call Block

This service gives the customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. To activate the service, the Call Block customer regains dial tone and dials a code, which creates a screening list for a maximum of six numbers. This list can only be created from and for telephone numbers located in appropriately equipped offices.

3.1.1 Local Line (Cont.)3.1.1.B.1 Service Descriptions (Cont.)(d) Call Block (Cont.)

Further calls to the Call Block customer from telephone numbers in the screening list are connected to an announcement stating that the called party is not accepting calls and the Call Block customer's telephone does not ring. Customers can subscribe to the service by a monthly prepaid subscription only, for unlimited use.

(e) Caller ID – Number Only Service/ Anonymous Call Rejection

Caller ID – Number Only is an optional service which allows a customer to see the telephone number of incoming calls. The calling telephone number will be displayed on a customer-provided display unit. The calling telephone number will be displayed between the first and second rings. All telephone numbers, including Non-Published and Non-Listed telephone numbers, will be displayed unless blocked on the originating end. When a calling party is using blocking, the Caller ID – Number Only subscriber will receive an indication that the number is blocked.

In addition to the ability to see the telephone number of incoming calls, Caller ID – Number Only Service may also, as facilities permit, provide a customer with the ability to reject calls from callers who have chosen to block the passage of their telephone numbers on outgoing calls. This feature, called Anonymous Call Rejection (ACR), can be activated or deactivated as the Caller ID – Number Only subscriber desires by dialing specific codes. When initially provided, ACR is deactivated. ACR will remain on or off until the customer makes a change. When a caller, who has blocked the passage of his/her telephone number, calls a Caller ID – Number Only subscriber who has activated ACR, he/she will receive an announcement that the customer is not accepting calls from callers who are blocking their telephone number. In addition, in this situation, the Caller ID – Number Only subscriber's telephone will not ring.

Caller ID – Number Only Service is available to customers by monthly prepaid subscription only, which provides unlimited use of the service.

3.1.1 Local Line (Cont.)

3.1.1.B.1 Service Descriptions (Cont.)

(f) Caller ID Service

Caller ID is an optional service which, in addition to providing the same capabilities as Caller ID – Number Only, allows a customer to see the main listed name associated with the telephone number of incoming calls. All telephone numbers, including Non-Published and Non-Listed telephone numbers, will be displayed unless blocked on the originating end. When a calling party is using blocking, the Caller ID subscriber will receive an indication that the name and number are blocked. Caller ID Service is available to customers by monthly prepaid subscription only, which provides unlimited use of the service.

3.1.1.C Local Line Rates and Charges

A Local Line Customer will be charged applicable Activation Fees and monthly Recurring Charges, as specified below, on a prepaid basis.

1. One-Time Activation Fee

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

2. Recurring Charges

Local Line - Monthly Recurring	\$58.99
--------------------------------	---------

3. Optional Features

A Customer subscribed to optional features will be charged applicable Activation Fees and monthly charges, as specified below, on a prepaid basis.

	<u>Monthly</u>	<u>One-Time Activation*</u> <u>Fee</u>
Call Waiting	\$ 5.00	20.00
Return Call	\$ 5.00	20.00
Three-Way Calling	\$ 5.00	20.00
Caller ID Service	\$ 10.00	20.00

Issued: February 11, 2002

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

Effective: _____

3.1.1.C Local Line Rates and Charges (Cont.)

3. Optional Features (Cont.)

	<u>Monthly</u>	<u>One-Time Activation*</u> <u>Fee</u>
Unlisted Number	\$ 5.00	20.00
Directory Assistance	\$.75 (per use)**	
Caller ID-Number Only Service/ Anonymous Call Rejection	\$10.00	20.00
Caller ID Block	\$5.00	20.00
Call Block	\$5.00	20.00

*If service is installed after initial installation.

**The charge to Customer for the first two (2) calls to Directory Assistance Service shall be \$0.00.

3.2 Directory Listings

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

- 3.2.1 The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

Issued: February 11, 2002

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

Effective: _____

3.2 Directory Listings (Cont.)

3.2.5 Non-Recurring Charges

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

Non-Recurring

Primary Listing (one number) No Charge

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number) No Charge

3.3 Emergency Services (Enhanced 911)

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

3.4 Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. These may include waiving or reducing the applicable charges for the promoted service. Company will not have special promotional offerings for more than ninety (90) days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 3 hereof. Five (5) days prior to implementing a special promotional offering, the Company will provide the Commission with written notice of the terms and conditions, including the duration of the special promotional offering.

3.5 Customer Service

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

Issued: February 11, 2002

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

Effective: _____

3.6 Miscellaneous Service**3.6.1 LIFELINE SERVICE****DESCRIPTION**

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. NOTE: Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

REGULATIONS

- a. Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than four (4) years old must pay the entire balance of any basic Service final bill before being eligible for Lifeline Service.
- b. Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
 1. One-Party Residence Unlimited Service and Local Measured Service, if available.
 2. Directory Listing (standard only)
 3. Non-Published or Non-Listed Telephone Number Service.
 4. Access to Directory Assistance Service.
 5. Touch Tone Calling Service.
 6. Voluntary Toll Restriction Option.
 7. Link Up America (if eligible).
 8. Access to 800/888 Services.
 9. Access to Call Trace.
 10. Access to Alerting and Reporting Systems (9-1-1 dialing).
 11. Access to the Pennsylvania Telecommunications Relay Service.
 12. Caller ID Per-call and Per-line Blocking.
 13. One optional vertical service (1).

Issued: February 11, 2002

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

Effective: _____

3.6 Miscellaneous Service (Cont.)

3.6.1 LIFELINE SERVICE (Cont.)

REGUALTIONS (Cont.)

(1) When a Lifeline customer subscribes to the company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

c. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicare
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Services based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e. participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and [name] Telephone Company.

d. Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2 (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by [name] Telephone Company. When the Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 2 (c) above or otherwise low income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing service or options retained). If the customer does

3.6 Miscellaneous Service (Cont.)

3.6.1 LIFELINE SERVICE (Cont.)

REGULATIONS (Cont.)

- e. not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing service or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- f. A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- g. Only services listed in 2 (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- h. Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- i. Customer requested temporary suspension of Lifeline Service is not permitted.
- j. Lifeline Service does not apply to applicant's who are full time students living in university or college controlled housing.
- k. The applicant must not be dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- l. Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
- m. Residence Lifeline Service cannot be resold by the Lifeline customer or to the Lifeline customer's agent(s).
- n. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251©(4) of the Telecommunications Act of 1996.
- o. All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

Issued: February 11, 2002

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

Effective: _____

3.6 Miscellaneous Service (Cont.)

3.6.1 LIFELINE SERVICE (Cont.)

REGUALTIONS (Cont.)

- p. Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- q. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

3. DIAL TONE LINE MONTHLY RATE

- a. Applicable Residence Dial Tone (i.e., Local Line) monthly rate minus \$1.75 (1).
- b. Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50 (1) (2).
- c. Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.
- (2) \$4.35 for Interstate Pricecap Companies per "FCC's" "CALLS" order (FCC 00-193; May 31, 2000).

Issued: February 11, 2002

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

Effective: _____

3.6 Miscellaneous Service (cont.)

B. LINK UP AMERICA SERVICE

1. DESCRIPTION

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. **NOTE: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.**

2. REGULATIONS

Link Up America is available to residence customers who meet the following eligibility criteria:

- a. The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older.

The applicant must self-certify the requirement set out in (a).

- b. An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Link Up America Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * General Assistance (GA)
- * Supplemental Security Income (SSI)
- * Medicare
- * Food Stamps
- * Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Services based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e. participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and the Company.

Issued: February 11, 2002

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

Effective: _____

3.6 Miscellaneous Service (cont.)

B. LINK UP AMERICA SERVICE (cont.)

2. REGULATIONS (cont.)

- c. The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a customer's principal residence.
- d. Link Up America applicants are not exempt from Telephone Company Deposit requirements.
- e. Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- f. The Link Up America discount does not apply to applicants who are full-time students living in university or college controlled housing.

3. RATES

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Telephone Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Telephone Company's tariffs.

3.6.2 Pennsylvania Telecommunications Relay Service

1. General

The Pennsylvania Telecommunications Relay Service is a relay telecommunication service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between deaf, hearing and/or speech disabled individuals who must use a Text Telephone and individuals with normal hearing and speech as provided in the AT&T Communications of Pennsylvania, Inc. Tariff PA P.U.C. No. 13.

3.6.2 Pennsylvania Telecommunications Relay Service (cont.)

2. Surcharge

In addition to the charges provided in this *tariff and other intrastate toll tariffs* in which this Company concurs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Telecommunications Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all bills issued on or after July 1, 2000

Per residence access line, per month	\$.06
Per business line, per month	\$.12

Centrex lines will be charged on an equivalency basis as determined by the Commission.

3. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All IntraLata toll Calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff PA P.U.C. No. 10. This Company concurs in this tariff.

The Company will make available to the Telecommunications Relay Service (TRS) user either a calling card or a prepaid debit card. The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

Please refer to the appropriate interexchange carrier tariff for interstate charges.

DATE: February 12, 2002

SUBJECT: A-310804

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *J.J.*

DOCKETED
FEB 13 2002

**DOCUMENT
FOLDED**

DPI-Teleconnect LLC

Attached is a copy of a Petition of DPI-Teleconnect, LLC, filed in connection with the above docketed proceeding.

This matter is assigned to your Bureau for appropriate action.

Attachment

cc: LAW
OTS

was