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November 19, 1999
Via Overnight

James J. McNulty, Acting Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
B-20, North Office Building
North and Commonwealth Avenue
Harrisburg, PA 17020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Fibernet Telecommunications of Pennsylvania, LLC
Docket No. A-310828^{F0002}

0003

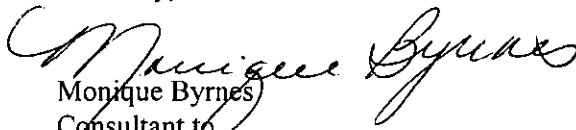
Dear Mr. McNulty:

Enclosed are the original and three (3) copies of the compliance tariff for Fibernet Telecommunications of Pennsylvania, LLC as a Competitive Access Service Provider. The Company was granted authority on September 15, 1999 in Docket No. A-310828. ^{F0003}

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-8575. Thank you for your assistance.

Sincerely,


Monique Byrnes

Consultant to
Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Sawyer, NEVD
Office of Consumer Advocate
Office of Small Business Advocate
Office of Attorney General

file: NEVD-PA
tms: pai9902

DOCUMENT
FOLDER

80

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

ORIGINAL

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO THE
PROVISION OF

COMPETITIVE ACCESS PROVIDER SERVICES

OF

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 222 Richmond Street, Suite 206, Providence, Rhode Island 02903.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Fibernet Telecommunications of Pennsylvania, LLC
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Providence, RI 02903

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) GTE of Pennsylvania - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, nanty Glo, Seward, South Fork and Windber

NPA 814:

NXX's:

288,262,269,243,418,659,214,244,248,291,537,626,532,533,534,535,536,539,332,270

(2) Bell Atlantic of Pennsylvania - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:

NXX's:

935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

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

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

- C - To signify changed term or condition.
- D - To signify discontinued rate or term or condition.
- I - To signify increased rate.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Access Code: A uniform seven digit code assigned by the company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customer' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange carrier or Exchange Carrier.

Co-Carrier: Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Commission: Pennsylvania Public Utilities Commission.

Company: Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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SECTION 1 - DEFINITIONS, (Cont'd.)

8XX Data Base Access Service: Denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains basic information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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

Local Exchange Carrier (LEC): See Exchange Carrier

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

SECTION 1 - DEFINITIONS, (Cont'd.)

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in king" for terminating local exchange traffic on the other's network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

SECTION 1 - DEFINITIONS, (Cont'd.)

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.)

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for 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.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched access is available to carriers, as defined in this tariff.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.1 Undertaking the Company

Fibernet Telecommunications of Pennsylvania, LLC services offered pursuant to this Tariff are furnished for Switched and Dedicated Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carrier or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.1 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2 Limitations

2.2.1 Shortage of Equipment Facilities

- .1 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 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Limitations, (Cont'd.)

- 2.2.2** This tariff shall be interpreted and governed by the laws of Pennsylvania without regard for the Pennsylvania's choice of laws provisions.
- 2.2.3** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.4** 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.
- 2.2.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.
- 2.2.6** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.2.7** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Liability of the Company

- 2.3.1** *The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, 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 of omission, shall be limited to the extension of allowances for interruption 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.*
- 2.3.2** *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 any 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 Section 2.6, the Company's liability, if any, shall be limited as provided herein.*
- 2.3.3** *The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, rule, regulation, direction, action or request of the government or of any other government, including Pennsylvania 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, Pennsylvania, 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.*

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.4** 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 warehousemen.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6** 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. 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.
- 2.3.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8** Notwithstanding the Customer's obligations as set forth in this tariff, 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: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.9** The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the end User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end User's own communications; patent infringement claims arising from the end User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the end User in connection with any service provided pursuant to this tariff.
- 2.3.10** 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, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.11** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.3.12** 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.
- 2.3.13** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.3.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Undertaking of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their 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.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.4.3 Provision of Equipment and Facilities

- .1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the terms and conditions contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2 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 to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- .3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- .4 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:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.4.3 Provision of Equipment and Facilities, (Cont'd.)

- .5 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.4.4 Non-routine Installation

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

2.4.5 Ownership of Facilities

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

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.5 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.6 Assignment or Transfer

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 express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Obligations of the Customer

2.7.1 General - The Customer shall be responsible for:

- .1** the payment of all applicable charges pursuant to this tariff;
- .2** reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; 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;
- .3** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .4** 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 2.3.1.3. 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;

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.1 General, (Cont'd.)

- .5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- .6 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 2.3.1.4 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 services as Pennsylvania herein, removing the facilities or equipment of the Company;
- .7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .8 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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.2 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 attorneys' fees for:

- .1 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 the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2 any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- .3 Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- .1 **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- .2 **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis as described in this Section, below.
- .3 **Except** where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.3 Jurisdictional Reporting, (Cont'd.)

- .4 Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the company will assume the percentages to be the same as those provided in the Access Service Request.

- .5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or the Commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor within 30 days of the Company request. The Customer shall keep records of call detail form which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for the purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Customer Equipment and Channels

2.8.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

.1 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of +5Xthe voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.8.2 Station Equipment

- .1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- .2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.8.3 Interconnection of Facilities

- .1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- .2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- .3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.8.4 Inspections

- .1 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 in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- .2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. 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.

2.9 Billing and Payment for Service

2.9.1 Responsibility for Charges

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .2 The Company shall present bills for Recurring Charges monthly to the Customer, for the month which service is provided.

2.9.3 Late Payment Charge

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Pennsylvania state law.

2.9.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.9.5 Restoration of Service Charge

If a service is disconnected by the Company in accordance with the provisions of this tariff, and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.6 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.

- .1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.9.7 Advance Payments

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one and one half month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a one and one half month period. The Advance Payment will be credited to the Customer's initial bill.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.8 Deposits

- .1 Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any appropriate Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2 When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- .3 Deposits held will accrue interest at the fixed rate specified by the Pennsylvania Public Utilities Commission. Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.
- .4 Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

2.9.9 Taxes and Fees

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's bills.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Discontinuance of Service

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or 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 services furnished during the time of or up to suspension or discontinuance.

2.10.1 Upon ten (10) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .1 For nonpayment of any amounts owing to the Company;
- .2 For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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

2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

2.10.3 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.10.4 Upon the Company's discontinuance of service to the Customer under the above Sections, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the company during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Discontinuance of Service, (Cont'd.)

2.10.5 Without prior notice and without incurring any liability 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. The Company may discontinue service pursuant to this subsection 2.5.3.F.1.(a-f), if
 - A The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - C. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with this tariff; or
 - D. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - E. The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 3. Any other fraudulent means or devices; or

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Discontinuance of Service, (Cont'd.)

2.10.5 (Cont'd)

- .2 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.
- .3 Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- .4 Upon ten (10) days' written notice to the customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with this Section, above; or
- .5 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. 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.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 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 Recurring 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. 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.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which LEC Unwired is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Allowances for Interruptions of Service, (Cont'd.)

2.11.1 Limitations on Allowances

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4 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;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

2.11.2 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Cancellation of Service

2.12.1 Cancellation of Application for Service:

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

- .1 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Cancellation of Service, (Cont'd.)

2.12.2 Cancellation Prior to Expiration of Term

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 this Tariff), 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 thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges. reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Pennsylvania Public Utilities Commission for approval, plus
- .3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

2.13 Continuation of Service

2.13.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

2.13.2 For Term Agreement Customers: Service will continue in accordance with the term agreement. At the expiration of the initial term or in any extension thereof, the Customer will be given sixty (60) days notice after which the Customer's term agreement will automatically be renewed for the same period of time as the original term policy. All termination obligations applicable under the original term agreement apply to this renewed term agreement.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Transfers and Assignments

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

2.15 Notices and Communications

2.15.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.15.3 All notices or other communications required to be given pursuant to this tariff shall 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.

2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

Issued: November 22, 1999

Effective: November 23, 1999

Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.17 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 offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

SECTION 3 -ORDERING OPTIONS FOR ACCESS SERVICE

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.1 This section sets forth the regulations and order related charges for services purchases through an ASR. These charges are in addition to other applicable charges set forth in other section of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- .1 Customer name and Premise(s) address(es);
- .2 Billing name and address (when different from Customer name and address); and
- .3 Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

.1 Standard Interval

The Standard Interval for Switched Service will be fifteen (15) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order, (Cont'd)

3.2.1 Access Service Date Intervals, (Cont'd)

- .1** Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
- A. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - B. There is no existing facility connecting the Customer Premises with the Company; or
 - C. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - D. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order, (Cont'd)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- A. A change in the identity of the Customer of record; or
- B. A move by the Customer to a different building.

.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.3 Miscellaneous Charges

Customer Requested Due Date Change ^{1, 2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

**SECTION 4 - ACCESS SERVICES
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SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.1 General

Fibernet Access Service is offered to telecommunications carrier Customers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Access Service will support inter-machine and Feature Group D protocols.

4.1.1 Switched Access

Switched Access Service provides for the use of common terminating, switching and transport facilities.

4.1.2 Dedicated Access

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

4.2 Regulations

4.2.1 Carrier Access Orders for Fibernet Access Service will be placed on Standard Bellcore Access Service Requests (ARS).

4.2.2 Fibernet Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

4.2.3 Fibernet Access Service ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS- and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates

4.3.1 Rate Elements

- .1 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.
- .2 The following rate elements apply:
 - (a) Non-Recurring Charges - Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
 - (b) Monthly Recurring Channel Termination Charge - The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.
 - (c) Fixed Mileage Charge - Fixed Mileage Charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.
 - (d) Variable Mileage Charge - Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

Issued: November 22, 1999
Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

Effective: November 23, 1999

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

.2 Dedicated Access - GTE Territory: Jonstown Area

(a) DS-1		
	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$325.00	\$248.68
Additional Circuits	\$220.00	\$248.38
Fixed mileage	n/a	\$57.58
Per-Mile Charge	n/a	\$14.08
(b) DS-3		
	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$750.00	\$3216.49
Additional Circuits	\$500.00	\$3216.49
Fixed mileage	n/a	\$570.38
Per-Mile Charge	n/a	\$ 27.45
Outside Service Zone Termination Surcharge	n/a	\$46.25 per mile

Issued: November 22, 1999
 Issued By:

Effective: November 23, 1999

Robert Shanahan, President
 Fibernet Telecommunications of Pennsylvania, LLC
 222 Richmond Street - Suite 206
 Providence, RI 02093

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

.2 Dedicated Access - Bell Atlantic Territory: Altoona Area

(a)	DS-1	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$450.00	\$275.00
	Additional Circuits	\$450.00	\$275.00
	Fixed mileage	n/a	\$41.57
	Per-Mile Charge	n/a	\$21.56
(b)	DS-3	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$500.00	\$1200.00
	Additional Circuits	\$500.00	\$1200.00
	Fixed mileage	n/a	\$415.75
	Per-Mile Charge	n/a	\$ 41.84
	Outside Service Zone Termination Surcharge	n/a	\$33.38 per mile

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

**.3 Switched Access - GTE: Johnstown Exchange
- Bell Atlantic: Altoona Exchange**

	<u>Rate Per Minute</u>
Originating	\$0.0600
Terminating	\$0.0600

Issued: November 22, 1999
Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

Effective: November 23, 1999

Issued: November 22, 1999

Effective: November 23, 1999

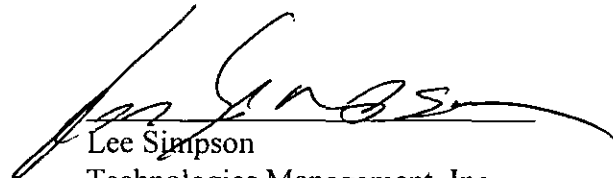
Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing application was sent by United States Postal Service this 19th day of November 1999 to those parties listed below:

Office of Consumer Advocate
Office of Small Business Advocate
Office of Attorney General


Lee Simpson
Technologies Management, Inc.

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NOV 19 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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**DOCUMENT
FOLDER**

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DEC 09 1999

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

December 9, 1999
Via Overnight

James J. McNulty, Acting Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
B-20, North Office Building
North and Commonwealth Avenue
Harrisburg, PA 17020

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

**RE: Tariff Revision Fibernet Telecommunications of Pennsylvania, LLC
Pa. P.U.C. No. 3**

A-310828 F0003

Dear Mr. McNulty:

Enclosed are the original and three (3) copies of a revision to Fibernet Telecommunications of Pennsylvania, LLC's tariff Pa. P.U.C. No. 3, Access. This filing corrects the NXX's in the GTE of Pennsylvania - Johnstown Area. The Company respectfully requests an effective date of December 11, 1999 for this filing.

Pages included in this filing:

- Supplement No. 1, Original Title Page 1
- Supplement No. 1, First Revised Page 2
- Supplement No. 1, First Revised Page 4

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-8575. Thank you for your assistance.

Sincerely,

for Monique Byrnes

Consultant to
Fibernet Telecommunications of Pennsylvania, LLC

EEF

MB/sp

cc: S. Sawyer, Conversent
file: Conversent-PA Access
tms: paa9903

63

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

RECEIVED

DEC 09 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO THE
PROVISION OF

COMPETITIVE ACCESS PROVIDER SERVICES

OF

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 222 Richmond Street, Suite 206, Providence, Rhode Island 02903.

DOCKETED
JAN 24 2000

DOCUMENT
FOLDER

Issued: December 10, 1999

Effective: December 11, 1999

Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

paa9903

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	1	Original *	2	23	Original
	2	First *	2	24	Original
	3	Original	2	25	Original
	4	First *	2	26	Original
	5	Original	2	27	Original
1	1	Original	2	28	Original
1	2	Original	2	29	Original
1	3	Original	2	30	Original
1	4	Original	2	31	Original
2	1	Original	2	32	Original
2	2	Original	3	1	Original
2	3	Original	3	2	Original
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2	22	Original			

Issued: December 10, 1999

Effective: December 11, 1999

Issued By:

Robert Shanahan, President
 Fibernet Telecommunications of Pennsylvania, LLC
 222 Richmond Street - Suite 206
 Providence, RI 02093

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) GTE of Pennsylvania - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

NPA 814:

NXX's:

288,262,269,243,418,659,241,242,244,248,291,537,626,532,533,534,535,536,539,
270,322

(C)
(C)

(2) Bell Atlantic of Pennsylvania - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:

NXX's:

935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

Issued: December 10, 1999

Effective: December 11, 1999

Issued By:

Robert Shanahan, President
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street - Suite 206
Providence, RI 02093

paa9903



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210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

September 17, 2001
Overnight

SEP 17 2001

DOCUMENT PA PUBLIC UTILITY COMMISSION
FOLDER SECRETARY'S BUREAU

Mr. James J. McNulty
Acting Secretary
Pennsylvania Public Service Commission
P.O. Box 3265
North and Commonwealth Avenue
North Office Building, Room B-20
Harrisburg, PA 17105-3265

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

RE: **Fibernet Telecommunications of Pennsylvania, LLC**
Competitive Local Exchange Telecommunication Services
Docket No. A-310828F0002
Competitive Access Provider Services
Docket No. A-310828F0003

KJR

Dear Mr. McNulty:

Enclosed for filing are the original three (3) copies of the initial tariffs of Fibernet Telecommunications of Pennsylvania, LLC as noted below:

- Competitive Local Exchange Telecommunication Services
 - Tariff Telephone - Pa P.U.C. No. 2
- Competitive Access Provider Services Tariff
 - Tariff Telephone - Pa P.U.C. No. 3

The Company respectfully requests an effective date of September 21, 2001 for this filing.

Please note that these tariffs contain the company's new business address at: 211 Leon Sullivan Way, Charleston, WV 25301.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Hamula - Fibernet
file: Conversent - PA Local
tms: pal0101

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO THE
PROVISION OF

COMPETITIVE ACCESS PROVIDER SERVICES

OF

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 211 Leon Sullivan Way, Charleston, West Virginia 25301.

DOCUMENT
FOLDER

DOCKETED
SEP 25 2001

Issued: September 18, 2001
Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

Effective: September 21, 2001

paa0101

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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2	11	Original	4	4	Original
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Issued: September 18, 2001
Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

Effective: September 21, 2001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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Explanation of Symbols	5
Definitions	Section 1
Terms and Conditions	Section 2
Ordering Options for Access Services	Section 3
Access Services.....	Section 4

Issued: September 18, 2001
Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

Effective: September 21, 2001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

SERVICE AREA

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) Verizon North, Inc. - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

NPA 814:
NXX's:
288,262,269,243,418,659,241,242,244,248,291,537,626,532,533,534,535,536,539,
270,322

(2) Verizon Pennsylvania, Inc. - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:
NXX's:
935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

Issued: September 18, 2001
Issued By:

Effective: September 21, 2001
Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

- C - To signify changed term or condition.
- D - To signify discontinued rate or term or condition.
- I - To signify increased rate.

Issued: September 18, 2001
Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

Effective: September 21, 2001

paa0101

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Access Code: A uniform seven digit code assigned by the company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customer' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange carrier or Exchange Carrier.

Co-Carrier: Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Commission: Pennsylvania Public Utilities Commission.

Company: Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

Customer The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

Issued: September 18, 2001

Effective: September 21, 2001

Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

paa0101

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

8XX Data Base Access Service: Denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844,855,866,877 or 888 as available) is used.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United West Virginia's District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains basic information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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

Local Exchange Carrier (LEC): See Exchange Carrier

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.)

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for 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.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched access is available to carriers, as defined in this tariff.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.1 Undertaking the Company**

Fibernet Telecommunications of Pennsylvania, LLC services offered pursuant to this Tariff are furnished for Switched and Dedicated Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carrier or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.1 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2 Limitations**2.2.1 Shortage of Equipment Facilities**

- .1 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 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Limitations, (Cont'd.)

- 2.2.2 This tariff shall be interpreted and governed by the laws of Pennsylvania without regard for the Pennsylvania's choice of laws provisions.
- 2.2.3 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.4 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.
- 2.2.5 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.
- 2.2.6 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.2.7 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

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-COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Liability of the Company

- 2.3.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, 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 of omission, shall be limited to the extension of allowances for interruption 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.
- 2.3.2** 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 any 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 Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.3.3** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, rule, regulation, direction, action or request of the government or of any other government, including Pennsylvania 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, Pennsylvania, 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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.4 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 warehousemen.
- 2.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6 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. 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.
- 2.3.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8 Notwithstanding the Customer's obligations as set forth in this tariff, 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: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the end User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end User's own communications; patent infringement claims arising from the end User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the end User in connection with any service provided pursuant to this tariff.
- 2.3.10 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, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.11 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.3.12 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.
- 2.3.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.3.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Undertaking of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.4.3 Provision of Equipment and Facilities

- .1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the terms and conditions contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2 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 to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- .3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- .4 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:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.4.3 Provision of Equipment and Facilities, (Cont'd.)

.5 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.4.4 Non-routine Installation

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

2.4.5 Ownership of Facilities

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

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.5 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.6 Assignment or Transfer

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 express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Obligations of the Customer

2.7.1 General - The Customer shall be responsible for:

- .1 the payment of all applicable charges pursuant to this tariff;
- .2 reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; 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;
- .3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .4 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 2.3.1.3. 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;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.1 General, (Cont'd.)

- .5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- .6 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 2.3.1.4 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 services as Pennsylvania herein, removing the facilities or equipment of the Company;
- .7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .8 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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.2 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 attorneys' fees for:

- .1 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 the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2 any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- .3 Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.7 Obligations of the Customer, (Cont'd.)****2.7.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- .1 **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- .2 **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis as described in this Section, below.

- .3 Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.3 Jurisdictional Reporting, (Cont'd.)

- .4 Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the company will assume the percentages to be the same as those provided in the Access Service Request.
- .5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or the Commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor within 30 days of the Company request. The Customer shall keep records of call detail form which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for the purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.8 Customer Equipment and Channels****2.8.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

.1 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.8.2 Station Equipment

- .1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- .2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.8 Customer Equipment and Channels, (Cont'd.)****2.8.3 Interconnection of Facilities**

- .1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- .2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- .3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.8 Customer Equipment and Channels, (Cont'd.)****2.8.4 Inspections**

- .1 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 in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- .2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. 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.

2.9 Billing and Payment for Service**2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .2 The Company shall present bills for Recurring Charges monthly to the Customer, for the month which service is provided.

2.9.3 Late Payment Charge

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Pennsylvania state law.

2.9.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.9.5 Restoration of Service Charge

If a service is disconnected by the Company in accordance with the provisions of this tariff, and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.6 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.

- .1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.9.7 Advance Payments

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one and one half month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a one and one half month period. The Advance Payment will be credited to the Customer's initial bill.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.9 Billing and Payment for Service, (Cont'd.)****2.9.8 Deposits**

- .1 Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any appropriate Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2 When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- .3 Deposits held will accrue interest at the fixed rate specified by the Pennsylvania Public Utilities Commission. Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.
- .4 Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

2.9.9 Taxes and Fees

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's bills.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or 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 services furnished during the time of or up to suspension or discontinuance.

2.10.1 Upon ten (10) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .1** For nonpayment of any amounts owing to the Company;
- .2** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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

2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

2.10.3 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.10.4 Upon the Company's discontinuance of service to the Customer under the above Sections, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the company during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Discontinuance of Service, (Cont'd.)

2.10.5 Without prior notice and without incurring any liability 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. The Company may discontinue service pursuant to this subsection 2.5.3.F.1.(a-f), if
 - A The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - B The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - C The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with this tariff; or
 - D The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - E The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 3. Any other fraudulent means or devices; or

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Discontinuance of Service, (Cont'd.)

2.10.5 (Cont'd)

- .2 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.
- .3 Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- .4 Upon ten (10) days' written notice to the customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with this Section, above; or
- .5 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. 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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.11 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 Recurring 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. 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.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which LEC Unwired is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Allowances for Interruptions of Service, (Cont'd.)

2.11.1 Limitations on Allowances

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4 *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;*
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

2.11.2 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.12 Cancellation of Service****2.12.1 Cancellation of Application for Service:**

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

- .1 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Cancellation of Service, (Cont'd.)

2.12.2 Cancellation Prior to Expiration of Term

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 this Tariff), 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 thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges, reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Pennsylvania Public Utilities Commission for approval, plus
- .3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

2.13 Continuation of Service

2.13.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

2.13.2 For Term Agreement Customers: Service will continue in accordance with the term agreement. At the expiration of the initial term or in any extension thereof, the Customer will be given sixty (60) days notice after which the Customer's term agreement will automatically be renewed for the same period of time as the original term policy. All termination obligations applicable under the original term agreement apply to this renewed term agreement.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**2.14 Transfers and Assignments**

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

2.15 Notices and Communications

2.15.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.15.3 All notices or other communications required to be given pursuant to this tariff shall 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.

2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.17 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 offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 -ORDERING OPTIONS FOR ACCESS SERVICE

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.1 This section sets forth the regulations and order related charges for services purchases through an ASR. These charges are in addition to other applicable charges set forth in other section of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- .1 Customer name and Premise(s) address(es);
- .2 Billing name and address (when different from Customer name and address); and
- .3 Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**3.2 Access Order**

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

.1 Standard Interval

The Standard Interval for Switched Service will be fifteen (15) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

Issued: September 18, 2001
Issued By:

Effective: September 21, 2001
Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**3.2 Access Order, (Cont'd)****3.2.1 Access Service Date Intervals, (Cont'd)**

- .1 Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
- A. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - B. There is no existing facility connecting the Customer Premises with the Company; or
 - C. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - D. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order, (Cont'd)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- A. A change in the identity of the Customer of record; or
- B. A move by the Customer to a different building.

.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.3 Miscellaneous Charges

Customer Requested Due Date Change ^{1, 2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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 Director of Regulatory Affairs
 211 Leon Sullivan Way
 Charleston, WV 25301

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES
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Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES, (Cont'd.)**4.1 General**

Fibernet Access Service is offered to telecommunications carrier Customers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Access Service will support inter-machine and Feature Group D protocols.

4.1.1 Switched Access

Switched Access Service provides for the use of common terminating, switching and transport facilities.

4.1.2 Dedicated Access

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

4.2 Regulations

4.2.1 Carrier Access Orders for Fibernet Access Service will be placed on Standard Bellcore Access Service Requests (ARS).

4.2.2 Fibernet Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

4.2.3 Fibernet Access Service ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS- and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

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Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates

4.3.1 Rate Elements

- .1 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.
- .2 The following rate elements apply:
 - (a) Non-Recurring Charges - Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
 - (b) Monthly Recurring Channel Termination Charge - The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.
 - (c) Fixed Mileage Charge - Fixed Mileage Charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.
 - (d) Variable Mileage Charge - Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

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Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

.2 Dedicated Access - Verizon North Territory

(a)	DS-1	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$325.00	\$248.68
	Additional Circuits	\$220.00	\$248.38
	Fixed mileage	n/a	\$57.58
	Per-Mile Charge	n/a	\$14.08
(b)	DS-3	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$750.00	\$3216.49
	Additional Circuits	\$500.00	\$3216.49
	Fixed mileage	n/a	\$570.38
	Per-Mile Charge	n/a	\$27.45
	Outside Service Zone Termination Surcharge	n/a	\$46.25 per mile

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 Issued By:

Virgil E. Parsons, Executive Vice President & COO
 Director of Regulatory Affairs
 211 Leon Sullivan Way
 Charleston, WV 25301

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

.2 Dedicated Access - Verizon Pennsylvania Territory

(a) DS-1

	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$450.00	\$275.00
Additional Circuits	\$450.00	\$275.00
Fixed mileage	n/a	\$41.57
Per-Mile Charge	n/a	\$21.56

(b) DS-3

	<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
Per-Channel Termination		
First Circuit	\$500.00	\$1200.00
Additional Circuits	\$500.00	\$1200.00
Fixed mileage	n/a	\$415.75
Per-Mile Charge	n/a	\$ 41.84
Outside Service Zone Termination Surcharge	n/a	\$33.38 per mile

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICES, (Cont'd.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

.3 Switched Access - Verizon North Territory
Verizon Pennsylvania

	<u>Rate Per Minute</u>
Originating	\$0.0600
Terminating	\$0.0600

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Effective: September 21, 2001

Issued By:

Virgil E. Parsons, Executive Vice President & COO
Director of Regulatory Affairs
211 Leon Sullivan Way
Charleston, WV 25301

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CERTIFICATE OF SERVICE

I hereby certify that on this 17 day of September, 2001, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

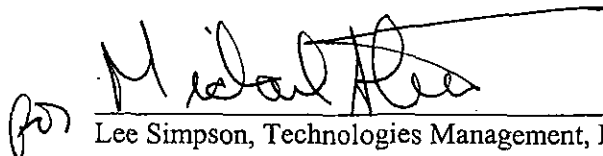
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street, 32nd Floor
Philadelphia, Pennsylvania 19103

Mr. John Dudley
Director of External Affairs
GTE - Pennsylvania
212 Lotus Street, Suite 600
Harrisburg, Pennsylvania 17108


Lee Simpson, Technologies Management, Inc.



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

November 16, 2001

Overnight

Mr. James J. McNulty
Acting Secretary
Pennsylvania Public Service Commission
P.O. Box 3265
North and Commonwealth Avenue
North Office Building, Room B-20
Harrisburg, PA 17105-3265

RE: **Fibernet Telecommunications of Pennsylvania, LLC**
Competitive Access Provider Services
Switched Access Provider Services
Docket No. A-310828F0003

Dear Mr. McNulty:

Enclosed for filing are the original three (3) copies of the initial tariffs of Fibernet Telecommunications of Pennsylvania, LLC as noted below:

- Competitive Access Provider Services Tariff
 - Tariff Telephone - Pa P.U.C. No.3
- Switched Access Provider Services Tariff
 - Tariff Telephone - Pa P.U.C. No. 4

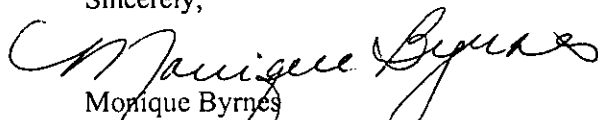
This filing separates switched and dedicated access as requested by Mr. Larry Lacey. The Company respectfully requests an effective date of November 23, 2001 for this filing.

Please note that these tariffs contain the company's new business address at: 211 Leon Sullivan Way, Charleston, WV 25301.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,


Monique Byrnes
Consultant to Fibernet Telecommunications of Pennsylvania, LLC

cc: S. Hamula - Fibernet
file: Conversent - PA Local
tms: pal0101a

ORIGINAL
NOV 16 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER

74

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

RECEIVED

NOV 16 2001
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO THE PROVISION OF

COMPETITIVE ACCESS PROVIDERS SERVICES

OF

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive access services provided by Fibernet Telecommunications of Pennsylvania, LLC. This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 211 Leon Sullivan Way, Charleston, West Virginia 25301.

DOCKETED

NOV 27 2001

DOCUMENT
FOLDER

Issued: November 20, 2001

Effective: November 23, 2001

By: Virgil E. Parson, Executive Vice President & CEO

PAA0101

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
Title	Original	* 26	Original	*	
1	Original	* 27	Original	*	
2	Original	* 28	Original	*	
3	Original	* 29	Original	*	
4	Original	* 30	Original	*	
5	Original	* 31	Original	*	
6	Original	* 32	Original	*	
7	Original	* 33	Original	*	
8	Original	* 34	Original	*	
9	Original	* 35	Original	*	
10	Original	* 36	Original	*	
11	Original	* 37	Original	*	
12	Original	* 38	Original	*	
13	Original	* 39	Original	*	
14	Original	* 40	Original	*	
15	Original	* 41	Original	*	
16	Original	* 42	Original	*	
17	Original	* 43	Original	*	
18	Original	* 44	Original	*	
19	Original	* 45	Original	*	
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				

*- indicates pages included in this filing

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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Section 2 - Rules and Regulations 12

Section 3 - Ordering Options for Access Service..... 41

Section 4 - Access Service 43

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of competitive access services by Fibernet Telecommunications of Pennsylvania, LLC within the state of Pennsylvania.

SERVICE AREA

Fibernet Telecommunications of Pennsylvania, LLC will provide intrastate service throughout the state of Pennsylvania in areas currently served by the following Incumbent Local Exchange companies:

(1) Verizon North, Inc. - Johnstown Area:

Local Calling Areas: Johnstown, Beaverdale, Davidsville, Nanty Glo, Seward, South Fork and Windber

NPA 814:

NXX's:

288,262,269,243,418,659,241,242,244,248,291,537,626,532,533,534,535,536,539,
270,322

(2) Verizon Pennsylvania, Inc. - Altoona Exchange

Local Calling Areas: Altoona, Bellwood, Cresson, Hollidaysburg, Tyrone

NPA 814:

NXX's:

935,232,567,569,578,580,588,932,937,934,940,941,942,943,944,946, 947,949

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SYMBOLS

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

C – To signify changed term or condition

D – To signify discontinued rate or term or condition.

I - To signify increased rate.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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 sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each 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 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Fibernet Telecommunications of Pennsylvania, LLC., issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

Dedicated Access or Dedicated Transport – A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fibernet: Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

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

Off-Hook: The active condition of a telephone exchange service line.

On-Hook: The idle condition of a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Fibernet Communications Company

2.1.1 Scope

Fibernet's services offered pursuant to this Tariff are furnished for Dedicated Access Service. Fibernet may offer these services over its own or resold facilities.

Fibernet installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Fibernet may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Fibernet network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer.
- B. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- C. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network.
- D. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- E. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- F. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.4 Liability of the Company

- A. THE LIABILITY OF THE COMPANY FOR DAMAGES ARISING OUT OF THE FURNISHING OF ITS SERVICES, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, 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 ACT OR OMISSION, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN 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, OR FOR ANY LOST PROFITS OF ANY KIND, 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.

- B. With respect to any other claim or suit, by a Customer or by any 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 the Company's liability, if any, shall be limited as provided herein.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

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

- 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; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any 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.

- 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 the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

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

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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 or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the 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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

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

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, 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: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; 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.

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

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

- J. 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, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. 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 result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

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

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities, (cont'd.)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities, (cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, 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;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Fibernet Communications Company, (Cont'd.)

2.1.8 Special Construction, (cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

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.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for, (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death 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 the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for *infringement* of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on the service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.2 Station Equipment, (cont'd.)

A. (cont'd)

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- 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 services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 20 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Fibernet will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 45 days of receipt of the invoice. 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 procedures.

In the event the Company incurs fees and expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.3 Refusal and Discontinuance of Service

The Discontinuance of Service by the company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 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. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

1. (cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or

IV. Continuing to have Company End Users presubscribed to the Customer; or

V. Any other Fraudulent means or devices.

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. 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.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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

The special charges described will be calculated and applied on a case-by-case basis.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Fibernet. A Service Outage ends when the affected circuit and/or associated Fibernet equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Fibernet is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 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 without notice (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this tariff shall 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.

2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Customer may order access through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
1. A change in the identity of the Customer of record; or
 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Changes, DS0/DS1 ²	\$150, per circuit
Design Changes, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICE

4.1 General

- 4.1.1** Where facilities and operating conditions permit, the Company offers standard DS1 and DS3 dedicated access services. The Company, at its discretion, may provide other intrastate dedicated access services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated access services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.
- 4.1.2** Except as specifically identified in this tariff, all dedicated access services will be provided and priced on an Individual Case Basis (ICB).
- 4.1.3** The following rate elements apply:
- (1) Non-Recurring Charges - Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
 - (2) Monthly Recurring Channel Termination Charge - The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.
 - (3) Fixed Mileage Charge - Fixed Mileage Charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.
 - (4) Variable Mileage Charge - Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - ACCESS SERVICE, (Cont'd.)

4.2 Rates and Charges

4.2.1 Dedicated Access – Verizon North Territory

(1)	DS-1		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$325.00	\$248.68
	Additional Circuits	\$220.00	\$248.38
	Fixed mileage	n/a	\$57.58
	Per-Mile Charge	n/a	\$14.08
(2)	DS-3		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$750.00	\$3216.49
	Additional Circuits	\$500.00	\$3216.49
	Fixed mileage	n/a	\$570.38
	Per-Mile Charge	n/a	\$27.45
	Outside Service Zone Termination Surcharge	n/a	\$46.25 per mile

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 – ACCESS SERVICE, (Cont'd.)

4.2 Rates and Charges, (cont'd.)

4.2.2 Dedicated Access – Verizon Pennsylvania Territory

(1)	DS-1		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$450.00	\$275.00
	Additional Circuits	\$450.00	\$275.00
	Fixed mileage	n/a	\$41.57
	Per-Mile Charge	n/a	\$21.56
(2)	DS-3		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	\$500.00	\$1200.00
	Additional Circuits	\$500.00	\$1200.00
	Fixed mileage	n/a	\$415.75
	Per-Mile Charge	n/a	\$ 41.84
	Outside Service Zone Termination Surcharge	n/a	\$33.38 per mile

Issued: November 20, 2001

Effective: November 23, 2001

By: Virgil E. Parson, Executive Vice President & CEO

PAA0101

RECEIVED

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CERTIFICATE OF SERVICE
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

I hereby certify that on this 19th day of November, 2001, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street, 32nd Floor
Philadelphia, Pennsylvania 19103

Mr. John Dudley
Director of External Affairs
GTE - Pennsylvania
212 Lotus Street, Suite 600
Harrisburg, Pennsylvania 17108


Lee Simpson, Technologies Management, Inc.