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X-0001010

May 10, 2001

VIA FEDERAL EXPRESS

Commonwealth of Pennsylvania DOCUMENT Public Utility Commission Prothonotary's Office Harrisburg, Pennsylvania 17105-3265 POLDER

> Re: Local Exchange Reseller Application of QuantumShift Communications, Inc. f/k/a

> > MVX.COM Communications, Inc. - A-310872

Dear Sir/Madam:

Please be advised that MVX.COM Communications, Inc. has changed its name to QuantumShift Communications, Inc. Enclosed please find for filing an original and three (3) copies QuantumShift Communications, Inc.'s PA. PUC Tariff No. 2, along with three (3) copies of the company's Amended Certificate of Authority from the Department of State.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with additional information, please do not hesitate to call me.

Respectfully submitted

DOCKETED

MAY 14 2001

Tony Cooke

Jelobiti.

FM Mm

Director of Government Affairs

for QuantumShift Communications, Inc.

formerly known as MVX.COM Communications, Inc.

Enclosures

Dick van Aggelen cc:

MAY 10 2001

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU



PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

QUANTIUMSHIFT COMMUNICATIONS, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2878685

MICROFILM NUMBER: 2000091

0738-0739



DOCKETED MAY 14 2001

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C LACEY LANCE JM STEINHART ESQ. 6455 E JOHNS CROSSING STE 185 DULUTH GA 30097 MAY 10 2001
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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Microfilm Number	Filed with the Departn	·
Entity Number 28 7 86 85	fun	Jeggergelle
	Secretar	y of the Commonwealth
APPLICATION FOR AN AMENDE FOREIGN CO DSC8:15-4126/6	RPORATION	F AUTHORITY
indicate type of corporation (check one):		
Foreign Business Corporation (15 Pa.C.S. § 4126)	•	
Foreign Nonprofit Corporation (15 Pa.C.S. § 6126)		
In compliance with the requirements of the applicable provided associations, the undersigned foreign corporate authority hereby states that:		
1. The name under which the corporation currently holds of Commonwealth of Pennsylvania is: MVX.COM Communications	certificate of auth	ority to do business within the
2. The name of the jurisdiction under the laws of which the corpora	ition is incorporated is:	<u> </u>
California		
 The address of its principal office under the laws of the jurisdictio 101 Rowland Way, Suite 300, Novato, CA 94945 	n in which it is incarpo	rated is:
Number and Street City	Sto	ite Zip
4. The (a) address of this corporation's registered office in this organization of the provider and the country of venue is:	. 00.07 THE ET UND 18 1	e of its commercial registered
600 N. 2nd Street, #500, Harrish	arg, PA 1740]	Dauphin
Number and Street City	stateZUUI Zip	County
(b) c/g: Matiquali Registered Agents, Inc	3.	Dauphin
Nome of Commercial Registered Office Provider For a corporation regressaled by a commercial registered office provider corporation is located for venue and official publication purposes.	, the county in (b) shall be	County deemed the county in which the
(Check if applicable):		
The foregoing reflects a change in Pennsylvania registered of	office.	
5. The corporation desires that its certificate of authority be amend to transact business in the Commonwealth of Pennsylvania to:	ed to change the nar	ne under which it is authorized

6. (If the name set forth in Paragraph 5 is not available for use in this Commonwealth, complete the following): The fictillous name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania **anly** under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

EMES: 0 15, 139

QuantumShift Communications, Inc.

DSCB:15-4126/6126 (Rev 90)-2

7. (Check one of the following as applicable):	
The change of name reflects a change effected in the jurisdiction of incorporation.	
Documents complying with the applicable provisions of 15 Pa.C.S. § 4123(b) or 6123(b) (relating to exception; name) accompany this application.	
IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for an Amended Certificate of Authority to be signed by a duly authorized officer thereof this 2000 day of 2000 signed.	of
QuantumShift Communications, Inc.	

Quantum Shift Communications, Inc

Signature

). SCOTT SCHAEFER, PRESIDEN

National Class No. and Oc.	المالية المالية	Aba Danasha	MOV 0 8 2000
Entity Number 2878485	Filed Wish	the Department of In Inc.	garajuli
•		Secretary of the	Commonwealth 1/C
APPLICATION FOR A	AN AMENDED CERTI DREIGN CORPORAN DSCB:15-4126/6126 (Rev 90)		HORITY
Indicate type of corporation (check one):			
X Foreign Business Corporation (15 Pa.C.S. § 4126)	:		
Foreign Nonprofit Corporation (15 Pa.C.S. § 6126			
In compliance with the requirements of the unincorporated associations), the undersigned for authority hereby states that:			
The name under which the corporation cur Commonwealth of Pennsylvania is: _MVX.COM Cor		ate of authority to	do business within the
The name of the jurisdiction under the laws of white	, ch the corporation is inc	orporated is:	
California	G., ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
3. The address of its principal office under the laws o	of the jurisdiction in which	it is incorporated is	;
101 Rowland Way, Suite 300, Novato, CA 949	945		ω'
Number and Street	City	State	Zip
 The (a) address of this corporation's registered office provider and the county of venue is: 	ce in this Commonwealt	n or (b) name of its	commercial registered
(a) 600 N. 2nd Street, #500	Harrisburg.	PA 17101	Dauphin
Number and Street City	State	Zip	County
National Registered Age (b) c/o:			Dauphin
Name of Commercial Registered Office	Provider		County
For a corporation represented by a commercial registere corporation is located for venue and official publication		y in (b) shall be deems	ed the county in which the
(Check if applicable):	. '		
The foregoing reflects a change in Pennsylvan	nia registered office.		
i. The corporation desires that its certificate of author	ority be amended to cha	inge the name und	er which it is authorized

6. (If the name set forth in Paragraph 5 is not available for use in this Commonwealth, complete the following): The fictilious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

81 17 17 9 - 5 71 - 3

to transact business in the Commonwealth of Pennsylvania to:

QuantumShift Communications, Inc.

DSCB:15-4126/6126 (Rev 90)-2

7. (Check one of the following as applicable):	
The change of name reflects a change effected	in the jurisdiction of incorporation.
Documents complying with the applicable provis name) accompany this application.	sions of 15 Pa.C.S. § 4123(b) or 6123(b) (relating to exception;
	· :
IN TESTIMONY WHEREOF, the undersigned corporat Authority to be signed by a duly authorized officer thereo	ion has caused this Application for an Amended Certificate of of this <u>2000</u> day of <u>2000 BEN, 3000</u> .
•	QuantumShift Communications, Inc.
	Name of Corporation

(Signature)

TITLE: W. SCOTT SCHAFFER, PRESIDENT

QUANTUMSHIFT COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO THE RESELLING OF

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

IN THE COMMONWEALTH OF PENNSYLVANIA

This tariff contains the descriptions, regulations, and schedule of rates and charges applicable to the furnishing of resold business service for Telecommunications Services furnished by QuantumShift Communications, Inc., will mirror the local exchange calling areas and exchange area boundaries as stated in Verizon Pennsylvania, Inc.'s Tariff. Local exchange calling areas and rate classes are listed in Section 10 of this tariff.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

DOCUMENT FOLDER



MAY 10 2001
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED MAY 14 2001

Issued: May 11, 2001

Issued by:

Effective: May 12, 2001

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CHANGE SHEET List of Changes made by this Supplement

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2	Original	27	Original	52	Original	77	Original	102	Original
3	Original	28	Original	53	Original	78	Original	103	Original
4	Original	29	Original	54	Original	79	Original	104	Original
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Issued: May 11, 2001 Issued by:



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Issued: May 11, 2001 Issued by:

EXPLANATION OF SYMBOLS

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

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

Issued: May 11, 2001 Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945



APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by QuantumShift Communications, Inc. to customers within the Commonwealth of Pennsylvania. QuantumShift Communications, Inc., will mirror the local exchange calling areas and exchange area boundaries as stated in Verizon Pennsylvania, Inc.'s Tariff. Local exchange calling areas are listed in Section 10 of this tariff.

Issued: May 11, 2001

Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

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

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Pennsylvania Public Utilities Commission.

Company or Carrier - Quantum Shift Communications, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

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

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Issued: May 11, 2001

Issued by:

Effective: May 12, 2001 Dick van Aggelen, Regulatory Manager

QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945

Tariff Telephone-PA PUC No. 2 Original Page 7

SECTION 1.0 - DEFINITIONS

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

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

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

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

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Issued: May 11, 2001

Issued by:

SECTION 1.0 - DEFINITIONS

Service commencement Date - The first day following the date on which the Company notifies the Customer that the requested service 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 of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

Issued: May 11, 2001 Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945



SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Pennsylvania, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued: May 11, 2001

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

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- **(D)** Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law. See Section 2.9.
- (E) Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers (if applicable). In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

Issued: May 11, 2001

Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way

88 Rowland Way Novato, CA 94945

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

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either; (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- **(C)** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued: May 11, 2001 Issued by:

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

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: May 11, 2001 Issued by:

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

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- **(7)** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- Injury to property or injury or death to persons, including claims for payments (8) made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10)Any calls not actually attempted to be completed during any period that service is unavailable:
- And any other claim resulting from any act or omission of the Customer or (11)patron(s) of the Customer relating to the use of the Company's services or facilities.

Issued: May 11, 2001

Issued by:

Dick van Aggelen, Regulatory Manager

QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945

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

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

Issued: May 11, 2001

Issued by:

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

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) 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 by the Customer.
- (C) 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 equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Effective: May 12, 2001

Issued: May 11, 2001

Issued by:

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

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Issued: May 11, 2001

Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945

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

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Pennsylvania Public Utilities Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc.

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88 Rowland Way Novato, CA 94945

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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;
- obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2.3 Obligations of the Customer

2.3.1 General (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 an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in party from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 **Customer Equipment and Channels**

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- **(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 connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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Dick van Aggelen, Regulatory Manager 88 Rowland Way

QuantumShift Communications, Inc. Novato, CA 94945

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Pennsylvania Public Utilities Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

Payments may be required in advance of furnishing any of the following services:

- 1) Seasonal service;
- 2) The construction of facilities and furnishing of special equipment;
- 3) Temporary service for short-term use.

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2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with 52 PA Code 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part there of. The Company will inform a Customer, in writing, of the reasons for a deposit request and the process by which a customer can receive service without the posting of a deposit. The deposit will not exceed an amount equal to two twelfths of the estimated charge for the service for existing residential customers (if applicable) during the immediately preceding twelve month period.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company in accordance with 52 PA Code 64.
- (C) Deposits for business or residential (if applicable) customers will accrue interest annually at the rate per annum in accordance with 52 PA Code 64.41.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.
- (E) When a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

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2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Pennsylvania Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Pennsylvania, or both, and are charged to a subscriber's telephone number or account in Pennsylvania.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential (if applicable) customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

- (A) Non-recurring charges are due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 21 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month on unpaid balance for business customers and 1.25% per month on the unpaid balance for residential customers, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) 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 an informal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utilities Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, Phone: 1-800-782-1110, Fax: 717-787-6641, in accordance with the Commission's rules of procedure. The address, phone and fax of the Company is as follows:

QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945 Phone: 415-893-7180 Fax: 415-893-0569 888-994-1000

(G) If service is disconnected by the Company, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), for the following reasons provided in this Section 2.6.3.

- (A) Prior to termination of service, the Company will mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination. Termination of service by the Company to a residential customer (if applicable) should follow a two step process, whereby the Company shall mail or deliver written notice to the customer at least seven (7) days prior to the date of proposed suspension regardless upon which suspension is sought. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrearages; (2) failure to post a deposit; (3) failure to meet the requirements of a payment agreement; (4) failure to give adequate assurances that an unauthorized use of practice will cease.
- (B) 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.
- (C) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (D) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (E) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- **(F)** Without notice in the event of tampering with the equipment or services furnished by the Company.

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2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

A Customer who wishes to have service discontinued must provide at least five days oral or written notice to the Company for discontinuance of service.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs 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.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

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

2.6.7 Bad Check Charge

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawce bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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2.7 Allowances for Interruptions in Service, (Continued)

Limitations of Allowances (Cont'd) 2.7.2

- A service will not be deemed to be interrupted if a Customer continues to voluntarily make use **(E)** of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- During any period when the Customer has released service to the Company for maintenance **(F)** purposes or for implementation of a Customer order for a change in service arrangements;
- That occurs or continues due to the Customer's failure to authorize replacement of any element (G) of special construction; and
- That was not reported to the Company within thirty (30) days of the date that service was (H) affected.

Use of Another Means of Communications 2.7.3

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

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

(C) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full days credit will be allowed for any period of 24 hours.

(D) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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2.7 Allowances for Interruption in Service, (Continued)

2.7.5 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 or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (I) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

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

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Termination of Service

Termination of service will be in compliance with Subchapter F of 52 Pa. Code section 64.121 – 64.123.

2.10 Suspension of Service

Suspension of service will be in compliance with Subchapter E of 52 Pa. Code section 64.61 – 64.75.

2.11 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 an duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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2.12 Notices and Communications

- 2.12.2 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.
- 2.12.3 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.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3.0 - SERVICE AREAS

3.1 **Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas, as stated in Section 10 of this tariff, currently served by the following Incumbent LECs: 1) Verizon Pennsylvania, Inc. (Verizon)

3.2 **Rate Classes**

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Pennsylvania Public Utilities Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Verizon's Pennsylvania General Subscriber Service Tariff (GSST).

A3, B3, C3
Λ4, B4, C4
D3, E3
D4, E4
F3, G3

Rate Classes

F4, G4 HI, IIH2, I2 H3, I3

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

	Business
Line Connection Charge	
First Line	\$50.00
Each Additional Line	\$50.00
Line Change Charge	
First Line	\$20.00
Each Additional Line	\$20.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	Business
Initial 15 minute increment	\$26.00
Each Additional 15 minute increment	\$15.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Business
Per occasion	\$40.00



SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to business Customers and for resale by other carriers certificated by the Pennsylvania Public Utilities Commission:

Standard Business Line Service PBX Trunk Service Direct Inward Dial (DID) Service Optional Calling Features

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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5.1 General (Continued)

5.1.3 9-1-1/Emergency Services

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the servicing selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

<u>Formatting</u>, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

5.1.4 Regulations

- A. The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in Pa. P.U.C. No. 1, Section 1, General Regulations.

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- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless required or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (10) business days or the request is deemed to be approved. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operation support systems to validate customer information for input to the ALI database.
- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.



5.2 Call Timing for Usage Sensitive Services

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

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

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5.3 Distance Calculations

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

- 5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- **5.3.2** The airline distance between any two rate centers is determined as follows:
 - Step 1: Obtain the V (vertical) and H (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
 - Step 2: Computer the difference between the V coordinate of the two rate centers; and the difference between the two H coordinates.
 - Step 3: Square each difference obtained in step (b) above.
 - Step 4: Add the square of the V difference and the square of the H difference obtained in step (C) above.
 - Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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5.3.3 The formula for distance calculations is:

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5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Po	eriod	

- Up to, but not including
- 5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- 5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day Memorial Day Independence Day Thanksgiving Day Christmas Day January 1 As Federally Observed

July 4

As Federally Observed

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December 25

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5.5 Standard Residence Line

Reserved for future use.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

5.9 Optional Calling Features

The features listed in Section 5.9.1 are offered by the Company to Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.9.1 Features Descriptions

(A) Flexible Call Forwarding: Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding; Priority Screening; Ring Control; and Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) Call Forwarding Variable, Remote Access: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

- (D) Call Forwarding Don't Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (E) Call Forwarding Busy Line: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (F) Call Forwarding Busy Line & Don't Answer w/Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (G) Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (H) Caller ID: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.



5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

- (I) Caller ID Name & Number: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name. depending on available call data.
- (J) Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- (K) Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the features screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- (L) Call Return: Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.



5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

- (M) Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (O) Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (P) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers Calls to 900 Service numbers Calls preceded by an interexchange carrier access code International Direct Distance Dialed calls Calls to Directory Assistance Calls to 911

5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

- (Q) Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (R) Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (S) Ultra Forward® Service: Ultra Forward Service combines Call Forwarding Variable with remote access capability. In addition to the current Call Forwarding Variable feature access method, Ultra Forward Service provides customers access from any touch-tone or tone-signaling-capable telephone. The customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Ultra Forward Service is only offered on a monthly subscription basis. Ultra Forward is a Remote Change Service.
- (T) Distinctive Ring Service: Distinctive Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as "Dependent" numbers) assigned to one dial tone line in addition to the main number (referred to as the "Master" number). Each number when dialed will result in a distinctive ring which facilitates the ability of the customer to determine which number is being called. Where facilities permit, a distinctive Call Waiting tone for each telephone number will be provided for customers who subscribe to Distinctive Ring Service and Call Waiting. Distinctive Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. Distinctive Ring Service is only offered on a monthly subscription basis.

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5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

(U) Return Call (*69): This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.

If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

If a caller uses per call or line blocking, a called party who activates Return Call (*69) will not receive the voiceback of the calling party's telephone number and will not be able to return the call through the use of Return Call (*69) Service.

A Return Call (*69) activation is considered complete and billable after the feature is activated by dialing the first code, regardless of whether or not the call is returned, except in cases where the calling number is not available from the network (e.g., calls from areas not equipped to provide this service) or the originating caller is using per call or line blocking.

All telephone numbers, including Non-Published and Non-Listed telephone numbers will be announced to a Return Call (*69) user unless blocked on the originating end.

Customers can either pay per use so that a separate charge applies to each activation of this service; or subscribe to the service and incur a monthly charge for unlimited use.

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5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

(V) Priority Call: This service provides one distinctive audible signal to the called customer when a call from one of up to six prespecified telephone numbers. Through an interactive dialing sequence, the customer creates a screening list of up to six telephone numbers in the switching machines. This list can only be created from and for telephone numbers located in appropriately equipped offices. When a call arrives from one of the prespecified telephone numbers, the Priority Call rings distinctively. If the called customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multilane hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the Priority Call list is active; or subscribe to the service and incur a monthly charge for unlimited use.

(W) Select Forward: This service allows the customer to select a maximum of six telephone numbers for forwarding. The customer activates this service by dialing a code to create a screening list via an interactive dialing sequence. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

For calls from a line within multiline hunting, the call is selectively forwarded only where the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the list is active, or subscribe to the service and incur a monthly charge for unlimited use.

- (X) Blocking: A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS&) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service.
 - a. Per-Call Blocking: To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis.



5.9 Optional Calling Features, (continued)

5.9.1 Feature Descriptions, (continued)

b. Line Blocking: Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

As a facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

Line Blocking is provided without charge, except as discussed in the rate section of this Tariff.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID/Caller ID With Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID/Caller ID With Name. If a customer using blocking calls a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID/Caller ID With Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection: (1) place the call through a Company operator; (2) place the call on the Company's network using a Company telephone calling card; (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.

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5.10 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.11 Miscellaneous Services

5.11.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.11.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer. See Section 11.

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SECTION 6.0 - PENNSYLVANIA RELAY SERVICE

6.1 General

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communication between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc. Tariff PA PUC #13.

6.2 Surcharge

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

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

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

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

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

Monthly Rate

Per business access line

\$ 0.12

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

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Pennsylvania Public Utilities Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

7.2 Standard Residence Local Exchange Service

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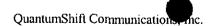
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7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.



7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE CLASS	SERVICE TYPE			
-	Local	Extended	Local	Local
	Unlimited	Unlimited	Standard	Valu-Pak
Rate Classes A3, B3, C3	\$25.93	\$11.28	\$20.03	\$22.33
Rate Classes A4, B4, C4	\$28.43	\$11.68	\$22.53	\$2 <u>4.8</u> 3
Rate Classes D3, E3	\$30.23	\$12.73	\$20.03	\$26.93
Rate Classes D4, E4	\$32.73	\$13.13	\$22.53	\$29.43
Rate Classes F3, G3	\$34.43	\$14.48	\$20.03	\$26.93
Rate Classes F4, G4	\$36.93	\$14.88	\$22.53	\$29.43
Rate Classes H1, I1	N/A	N/A	\$15.03	\$27.53
Rate Classes H2, I2	N/A	N/A	\$17.53	\$29.03
Rate Classes H3, I3	N/A	N/A	\$20.03	\$31.53

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7.3 Standard Business Local Exchange Service, (Continued)

7.3.2 Other Monthly Recurring Charges

End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$7.00
Multiline Customer, Per Line	\$7.00

7.3.3 Usage Sensitive Charges and Allowances

(A) Usage Charges

Call Bands	All Day/Night	All Day/Night
	1 st Minute	Add'l Minute
Local & Call Band 1	\$0.03	\$0.03
Call Band 2	\$0.04_	\$0.04
Call Band 3	\$0.05	\$0.05
Call Band 4	\$0.05	\$0.05
Call Band 5	\$0.05	\$0.05
Call_Band 6	\$0.05	\$0.05

(B) Usage Allowance

Measured Service

Local Valu-Pak

Rate Classes A, B or C \$12.00 per month
Rate Classes D, E, F or G
Rate Classes H or I \$24.00 per month
Local Standard \$8.00 per month

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Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945 Effective: May 12, 2001

7.4 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

RATE	Local	Extended	Local	Local
CLASSES	Unlimited	Unlimited	Valu-Pak	Standard
Rate Classes A3, B3, C3	\$23.83	\$28.13	\$22.33	\$20.03
Rate Classes A4, B4, C4	\$26.33	\$30.63	\$24.83	\$22.53
Rate Classes D3, E3	\$28.13	\$32.38	\$26.93	\$20.03
Rate Classes D4, E4	\$30.63	\$32.88	\$29.43	\$22.53
Rate Classes F3, G3	\$32.33	\$33.98	\$26.93	\$20.03
Rate Classes F4, G4	\$34.83	\$36.48	\$29.43	\$22.53
Rate Classes H1, I1	N/A	N/A	\$27.53	\$15.03
Rate Classes H2, I2	N/A	N/A	\$29.03	\$17.53
Rate Classes H3, I3	N/A	N/A	\$31.53	\$20.03

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7.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 st Block of 20 DID Numbers	\$15.00	\$5.60
Each Additional Block of 20 DID Numbers	\$0.00	\$5.60
DID Trunk Termination:	\$25.00	\$25.00
End User Port Charges, per trunk Dual Tone Multifrequency Pulsing Option, Per Trunk	\$0.00 N/A	\$0.70 \$TBD
Automatic Intercept Service, Per Number Referred	\$TBD	N/A



7.6 **Reserved For Future Use**

7.7 **Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.7.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business
Three-Way Calling	\$0.75
Call Return	\$0.75
Repeat Dialing	\$0.75
Call Trace	\$1.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

7.7 Optional Calling Features, (Continued)

7.7.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Business
Call Forwarding - Variable	\$2.69
Call Forwarding – Busy Line	\$2.00
Call Forwarding – Don't Answer	\$2.00
Call Forwarding – Busy Line & Don't Answer	\$2.00
Repeat Dialing	\$6.00
Distinctive Ringing	\$6.50
Caller ID – Standard	\$8.50
Caller ID – with Name	\$9.50
Call Block	\$6.06
Call Waiting	\$7.65
Three-Way Calling	\$2.66
Speed Calling – 8 numbers	\$2.69
Speed Calling – 30 numbers	\$3.84
Priority Call	\$6.06
*69	\$6.00
Select Forward	\$6.06
Ultra Forward	\$7.00
Easy Voice (Voice Dialing)	N/A



SECTION 8.0 - DIRECTORY ASSISTANCE SERVICES

8.1 **Directory Assistance Services**

8.1.1 **Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer is allowed two (2) requests for Directory Assistance per call.

Each Local Directory Assistance Call

\$0.57

Effective: May 12, 2001 Issued: May 11, 2001



9.1 Lifeline Service

9.1.1 Description:

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

9.1.2 Regulations:

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

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

- (a) One-Party Residence Unlimited Service and Local Measured Service, if available.
- (b) Directory Listing (standard only).
- (c) Non-Published or Non-Listed Telephone Number Service.
- (d) Access to Directory Assistance Service.
- (e) Touch-Tone Calling Service.
- (f) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- (g) Access to Operator Services.
- (h) Voluntary Toll Restriction Option.
- (i) Line Up America (if eligible).
- (j) Access to 800/888 Services.
- (k) Access to Call Trace.
- (1) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (m) Access to Pennsylvania Telecommunications Relay Service.
- (n) Caller ID Per-call and Per-line Blocking.
- (o) One optional vertical service (1)
- (1) When a Lifeline customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.



9.1 Lifeline Service (Cont'd)

9.1.2 Regulations (Cont'd)

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

Pennsylvania Department of Public Welfare Lifeline Service Programs

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

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

Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation—and certification guidelines in B-3 above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by Company Name. When Company Name is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in B.3. above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

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9.1 Lifeline Service (Cont'd)

9.1.2 Regulations (Cont'd)

A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.

Only services listed above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.

Lifeline Service customers are required to apply for the Link Up America benefit when applicable.

Customer requested temporary suspension of Lifeline Service is not permitted.

Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.

The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.

Lifeline customers are subject to all Residence service regulations in this and other tariffs of Company Name.

Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).

Resale of Lifeline Services are subject to wholesale rate obligations under Section 251©(4) of the Telecommunications Act of 1996.

All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.

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

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9.1 Lifeline Service (Cont'd)

9.1.3 Lifeline Service Dial Tone Line Monthly Rate

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

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

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

NOTE:

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

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9.2 Link Up America Service

9.2.1 Description:

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

9.2.2 Regulations:

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

- a) the applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older. Applicant must self-certify the requirement set out in (a).
- b) An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Link Up America Service participants will be conducted biennially by Company.

Pennsylvania Department of Public Welfare Link Up America Service Programs

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

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

c) The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a customer's principal residence.

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9.2.2 Regulations (cont'd)

- d) Link Up America applicants are not exempt from Company deposit requirements.
- e) Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

9.2.3 Rates

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

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10.1 Exchange Areas (RC=Rate Class)

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Alexandria	B4	Aliquippa	E4	Allentown	G3
Ambler	(H33)H3	Ambridge	D3	Annville	E4
Ardmore	(H24)H3	Ashland	C4	Austin	B4
Avella	E4	Avis	C4	Avondale	G4
Baden	E4	Barnesboro	C4	Bath	G4
Beaver Falls		Bedminster	E4	Bellefonte	E4
Belle Vernor		Bellwood	E4	Berwick	D4
Bessemer	D4	Bethayres (H37			2) I3
Bethlehem	G3	Big Run	B4	Black Lick	D4
Blairsville	E4	Bloomsburg	E4	Boalsburg	E4
Bolivar	B4	Bradford	C4	Bridgevl. (I13) [3
Bristol	(H42)H3	Broomall (H22		Brownsville	E4
Bryn Mawr	(H25)H3	Buckingham	E4	Burgettstown	C4
Bushkill	E4	California	C4	Canonsburg	E4
Carbondale	F4		4)13	Carrolltown	C4
Carversville		Catasauqua	G3	Catawissa	C4
Center Point		Centre Hall	E4	Charleroi	D4
Cheltenham	(H34)H3	Cherry Tree	B4		L) H3
Cstr. Hts.	(H10)H3	Chester Spring	s F4	Clairton	E3
Clarion	C4	Claysville	D4	Clearfield	D4
Clymer	C4	Coatesville	G4	Collegeville	G4
Connellsvill			1)H3	Corapolis (I15) I3
Coudersport	B4	Cresco	E4	Cresson	Г4
Curwensville		Cynwyd. (H2	3)H3	Danville	D4
Darby	(H14)H3	Dauphin	F4	Dawson	C4
Derry	E4	Donora	D4	Downington	G3
Doylestown	E3	Dublin	F4	DuBois	C4
Eagle	G4	Easton	G3	East Palestine	B4
Ebensburg	E4	Eddington (H4	1)H3	Eldred	D4
Elizabeth	F4	Ellwood City	F4	Elysburg	E4
Endeavor	A4	Exton	G3	Fairchance	D4
Farmington	D4	Fayette City	C4	Feastrvl. (H4	0)H3
Finleyville	E4	Fleetwood	F4	Flrtn. (H32	2)H3
Fox Chpl.	(I19)I3	Frackville	D4	Freeland	D4
Frenchville	D4	Galeton	A4	Girardville	C4
Glen Campbel	.l B4	Glenmoore	F4	Glenshaw (I1	8)I3
Glenwillard	E4	Green Lane	F4	Greensburg	E3
Greenville	C4	Grove City	C4	Halifax	G4
-					

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SECTION 10.0 – EXCHANGE AREAS

10.1	Exchange Areas (Cont	'd)				
	EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
	Hamburg	G4	Hamlin	G4	Harleysville	G3
	Harrisburg	G3	Hastings	B4	Hatboro (H39)	_
	Havertown (H21) H3	Hawley	D4	Hazleton	E3
	Hellertown	G4	Herminie	E4	Holidaysburg	E4
	Homer City	D4	Honesdale	D4	Honey Brook	E4
	Hookstown	F4	Houtzdale	D4	Hummelstown	G4
	Huntingdon	C4	Imperial	E4	Indiana	D4
	Irwin (I23) I3	Jeannette	E3	Jermyn	F4
	Jersey Shore	E4	Jim Thorpe	D4	Kane	A4
	Kemblesville	F4	Kennett Square	G4	Kingston	F3
	Kulpmont	C3	Kutztown	G4	Lake Ariel	F4
	Lake Como	A 4	Lancaster	G3	Landenberg	G4
	Landisville	F4	Langhorne (H43	B) H3	Lansdale	F3
	Latrobe	E4	Lebanon	E4	Leeper	C4
	Lehighton	C4	Lenape	G4	, ,	F) H3
	Lewistown	D4	Ligonier	C4	Line Lexington	F3
	Lock Haven	C4	Lords Valley	G4	Lowellville	G4
	Ludlow	A4	Mahaffey	B4	Mahanoy City	C4
	Marchland	B4	Marienville	A4	Marion Center	C4
	Masontown	Ď4	McAdoo	D4	McClellandton	D4
	McDonald	E4	McKeespt. (I10		McMurray	E4
	McVeytown	C4	Mechanicsburg	G4	Media (H12	•
	Mendenhall	G4	Mercer	E4	Middletown	G4
	Midland	4	Millersville	F4	Milheim	A4
	Millville	C4	Milton	D4	Minersville	D4
	Monessen	D3	Monongahela	D4	Moosic	F4
	Morrisville	G3	Mortonville	F4	Moscow	E4
	Mountaintop	F4	Mt. Carmel	C4	Mt. Gretna	D4
	Mt. Jewett	D4	Mt. Pleasant	E4	Mt. Pocono	F4
	Mt. Union	C4	Nanticoke	F4	Nazareth	G4
	Nesquehoning	C4	New Castle	E4	New Florence	E4
	Newfoundland	E4	New Hope	F4	New Knsngtn.	E3
	New Phila.	D4	New Salem	D4	Newtown	F3
	Norristown (H30		Northampton	G4	Northumberld.	C4
	North Wales	G3	Numidia	C4	Oakdale	E4
	Oakmont (I20		Olyphant	F4	Orwigsbur	D4
	Osceola Mills	D4	Oxford	C4	Palmyra	G4
	Paoli (H28	•	Paris	C4	Parkesburg	D4
	Parkwood	C4	Patton	E4	Penn Hills (I2)	
	Pennsburg	E4	Perkasie	F4	Perryopolis	E4
	Perrysville (I17		Philadelphia II		Philipsburg	D4
	Phoenixville	F3		L/I2	Pittston	G3
	Plant. Hills (I11	-	Plumsteadville		Plymouth	F4
	Point Marion	E4	Portage	B4	Port Allegany	B4 F4
	Pottstown	F3	Pottsville	E3	Pughtown	r 4

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10.1	Exchange Areas (Cont'	d)				
	EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
	Punxsutawney	B4	Quakertown	E4	Reading	G3
	Renovo	A4	Republic	D4	Rew	C4
	Reynoldsville	C4	Riegelsville	G4	Rochester	F4
	Roulette	B4	Royersford	G3	Russell	C4
	Saint Clair	D4	Saxton	A4	Schuylkill Hvn.	D4
	Schwenksville	G4	Scottdale	D4	Scranton	F3
	Sewickley (I16)	13	Shamokin	D4	Sharon	D3
	Sharpsville	E4	Shenandoah	C4	Slatington	G4
	Smethport	C4	Smithfield	D4	Smiths Ferry	E4
	Smock	D4	Snow Shoe	C4	Souderton	G3
	Springdale	E3	Spring Mills	F4	Springtown	G4
	State College	E3	Strasburg	F4	Stroudsburg	F4
	Sugar Grove	C4	Sunbury	E4	Swarthmore (H13	3)H3
	Sykesville	C4	Tamaqua	D4	Tarentum	E4
	Taylor	F3	Tidioute	D4	Tionesta	A4
	Turtle Creek (I22)	13	Tyrone	4	Ulysses	B4
	Uniontown	E4	Unionville	F4	Upper Darby (H17	7)H3
	Upr.Black Eddy	E4	Vly. Frg. (H29) НЗ	Wallenpaupack	D4
	Wampum	E4	Warington (H45	i) H3	Warren	C4
	Washington	E4	Washingtonvl.	D4	Wayne (H26) H3
	Weatherly	D4	W.Alexander	E4	West Chester	F3
	West Grove	F4	W. Middlesex	D4	West Newton	C4
	Westtown	E4	White Haven	E4	Wilkes-Barre	F3
	Williamsport	E3	Wlw.Grv. (H38	I) H3	Winburne	C4
	Woolrich	C4	Wycombe	F4	Wyoming	G3
	Yardley	G3	Youngsville	C4	Youngwood	Ë4

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10.2 Exchange Areas and Local Calling Areas

Exchange Areas Local Calling Areas

Alexandria Alexandria, Huntingdon, McConnellstown (Sprint/United)

Aliquippa Aliquippa, Hookstown, Ambridge, Pitb. Subn. Zone 16, Baden, Rochester,

Glenwillard

Metropolitan All stations included in Local Area preceding plus Area the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Allentown Allentown, Nazareth, Bath, New Smithville (GTE), Bethlehem, New Tripoli

(GTE), Catasauqua, Northampton, Coopersburg (Commonwealth Tel.),

Riegelsville, Slatington, Easton, Springtown, Emmaus (GTE), Topton (Conestoga

Tel.), Ironton (Ironton Tel.), Kutztown

Altoona Altoona, Hollidaysburg, Bellwood, Tyrone, Cresson

Ambridge Aliquippa, Glenwillard, Ambridge, Pitb. Subn. Zone 16, Baden

Extended Area All stations included in Local Area preceding plus -Pitb. Subn. Zone 15,

Rochester

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Annville Annville, Lebanon, Hershey (GTE), Mt. Gretna, Jonestown (GTE), Palmyra

Ashland Ashland, Kulpmont, Frackville, Mt. Carmel, Girardville, Shenandoah

Austin Austin, Coudersport

Avella Avella, Washington, Burgettstown

Avis Avis, Lock Haven, Jersey Shore, Woolrich

Avondale Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove,

Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape,

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Mendenhall, Wilmington, DE (Verizon), Mortonville, Oxford

Baden Aliquippa, Baden, Ambridge, Rochester

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area

All stations included in Local Area preceding plus the Pittsburgh Exchange

Plus and all other Zones of the Pittsburgh Suburban Exchange.

Barnesboro Barnesboro, Glen Campbell, Carrolltown, Hastings, Cherry Tree, Patton

Bath Allentown, Nazareth, Bath, Northampton, Bethlehem, Slatington, Catasauqua

Beaver Falls Beaver Falls, Hookstown, Darlington (ALLTEL), Midland, Ellwood City,

Rochester, Enon Valley (ALLTEL), Wampum, Zelienople

Bedminster Bedminster, Perkasie, Carversville, Plumsteadville, Doylestown, Quakertown,

Dublin, Ferndale (Commonwealth Tel.)

Bellefonte Bellefonte, Snow Shoe, Boalsburg, Spring Mills, Centre Hall, State College,

Howard (Sprint), Zion (Sprint)

Belle Vernon Belle Vernon, Monessen, California, Monongahela, Charleroi, Perryopolis,

Donora, West Newton, Fayette City

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Bellwood Altoona, Tyrone, Bellwood

Berwick Berwick, Shickshinny (Commonwealth Tel.), Bloomsburg, Wapwallopen

(Commonwealth Tel.)

Bessemer, New Castle

Bethlehem Allentown, Ironton (Ironton Tel.), Bethlehem, Nazareth, Catasauqua,

Northampton, Coopersburg (Commonwealth Tel.), Riegelsville, Slatington,

Effective: May 12, 2001

Easton, Springtown, Hellertown

Big Run, Punxsutawney

Black Lick Black Lick, Homer City, Blairsville, Indiana

Black Lick, Homer City, Blairsville, Indiana, Bolivar, Latrobe, Derry

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Bloomsburg Berwick, Numidia, Bloomsburg, Orangeville (Commonwealth Tel.), Catawissa,

Danville, Washingtonville, Millville

Boalsburg Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall

Bolivar Blairsville, New Florence, Bolivar

Bradford Bradford, Rew, Duke Center (Armstrong North), Smethport, Limestone, NY

(Verizon), Eldred, Mount Jewett

Brownsville Brownsville, Republic, California, Smock, Charleroi, Uniontown, New Salem

Buckingham Buckingham, New Hope, Carversville, Phila. Subn. Zone 45, Doylestown,

Wycombe

Extended Area All stations included in Local Area preceding plus – Dublin Phila. Subn. Zone 39,

Line Lexington, Phila. Subn. Zone 40, Newtown, Plumsteadville

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

Burgettstown Avella, Murdocksville (Armstrong), Burgettstown, Paris, McDonald, Midway

(ALLTEL)

Bushkill Bushkill, Stroudsburg, NJ, Lords Valley (Verizon), Stroudsburg

California Belle Vernon, Charleroi, Brownsville, Fayette City, California

Canonsburg Canonsburg, McMurray, Hickory (Hickory Tel.), Pitb. Subn Zone 13,

Washington, McDonald

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Carbondale Carbondale, Jermyn, Chapman Lake (GTE), Olyphant, Scranton, Clifford (NE PA

Tel.), Waymart (So. Canaan Tel.), Forest City (NE PA Tel.)

Carrolltown Barnesboro, Hastings, Carrolltown, Patton, Ebensburg

Issued: May 11, 2001

Issued by: Dick

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945 Effective: May 12, 2001

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Carversville Bedminster, Dublin, Buckingham, New Hope, Carversville, Plumsteadville,

Doylestown, Wycombe

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange

Plus and all other Zones of the Philadelphia Suburban Exchange.

Catasauqua Allentown, Nazareth, Bath, Northampton, Bethlehem, Riegelsville, Catasauqua,

Slatington, Easton, Springtown, Hellertown, Ironton (Ironton Tel.)

Catawissa Bloomsburg, Elysburg, Catawissa, Numidia, Danville

Center Point Center Point, Phila. Subn. Zone 30, Collegeville, North Wales, Harleysville,

Schwenksville, Lansdale

Extended Area All stations included in Local Area preceding plus - Green Lane, Phoenixville,

Phila. Subn. Zone 29, Royersford, Phila. Subn. Zone 31, Souderton, Phila. Subn.

Zone 33

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

Centre Hall Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College

Charleroi Belle Vernon, Donora, Brownsville, Fayette City, California, Monessen, Charleroi,

Monongahela

Cherry Tree Barnesboro, Glen Campbell, Cherry Tree, Clymer

Chester Springs Chester Springs, Phoenixville, Eagle, Pughtown, Exton, Royersford, Phila. Subn.

Zone 28

Extended Area All stations included in Local Area preceding plus - Collegeville, Phila. Subn.

Zone 29, Downingtown, Pottstown, Glenmoore, West Chester, Phila. Subn.

Effective: May 12, 2001

Zone 26

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Clairton Clairton, Pitb. Subn. Zone 10, Elizabeth Pitb. Subn. Zone 11

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QuantumShift Communications, Inc.
88 Rowland Way

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Clarion Clarion, Sligo (ALLTEL), Knox (ALLTEL), Strattanville (ALLTEL), Leeper,

Shippenville (ALLTEL)

Claysville Claysville, West Alexander, Washington

Clearfield Clearfield, Osceola Mills, Curwensville, Philipsburg, Frenchville, Winburne

Clymer, Indiana

Coatsville Avondale, Lenape, Coatesville, Mortonville, Downingtown, Parkesburg, Eagle,

Unionville, Exton, West Chester, Glenmoore, West Grove, Honey Brook,

Westtown, Kennett Square

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Collegeville Center Point, Phila. Subn. Zone 30, Collegeville, Phila. Subn. Zone 31, Green

Lane, Phoenixville, Harleysville, Pottstown, Lansdale, Royersford, North Wales,

Schwenksville, Phila. Subn. Zone 29, Souderton

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Connellsville Connellsville, Scottdale, Dawson, Uniontown, Mount Pleasant

Coudersport Austin, Roulette, Coudersport, Ulysses

Cresco Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono

Cresson Altoona, Hollidaysburg, Cresson, Portage, Ebensburg

Curwensville Clearfield, Mahaffey, Curwensville

Danville Bloomsburg, Northumberland, Catawissa, Sunbury, Danville, Washingtonville,

Elysburg

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Dauphin Dauphin, Harrisburg Zone 1, Halifax

Dawson Connellsville, Perryopolis, Dawson, Scottdale

Derry Blairsville, Greensburg, Derry, Latrobe

Donora Belle Vernon, Elizabeth, Charleroi, Monessen, Donora, Monongahela

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Downingtown Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn.

Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown, Honey

Brook

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Doylestown Buckingham, Line Lexington, Carversville, Phila. Subn. Zone 45, Doylestown,

Plumsteadville, Dublin, Wycombe

Extended Area All stations included in Local Area preceding plus - Bedminister, Phila. Subn.

Zone 33, Lansdale Phila. Subn. Zone 38, New Hope Phila. Subn. Zone 39,

Newtown Phila. Subn. Zone 40, North Wales, Souderton, Perkasie

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

Dublin Bedminster, Line Lexington, Buckingham, Perkasie, Carversville, Plumsteadville,

Doylestown, Quakertown, Dublin, Souderton, Lansdale

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

Effective: May 12, 2001

and all other Zones of the Philadelphia Suburban Exchange.

DuBois Brockway (ALLTEL), Penfield (ALLTEL), DuBois, Reynoldsville, Luthersburg

(ALLTEL), Sykesville

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Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas	Local Calling Areas

Eagle Chester Springs, Phila. Subn. Zone 28, Coatesville, Phoenixville, Downingtown,

Pughtown, Eagle, Royersford, Exton, West Chester, Glenmoore

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Easton Allentown, Nazareth, Bethlehem, Phillipsburg, NJ (Verizon), Bloomsbury, NJ

(Verizon), Riegelsville, Catasauqua, Springtown, Easton, Upper Black Eddy,

Heilertown

East Palestine East Palestine, Pa., Rogers, O. (AMERITECH, O.), East Palestine, O.

(AMERITECH, O.), New Waterford, O. (AMERITECH, O.)

Ebensburg Carrolltown, Ebensburg, Colver (ALLTEL), Nanty-Glo (GTE), Cresson,

Johnstown (GTE)

Eldred Bradford, Port Allegheny, Duke Center (Armstrong North), Rew, Smethport,

Eldred

Elizabeth Clairton, Monongahela, Donora, Pitb. Subn. Zone 10, Elizabeth, Pitb. Subn. Zone

Extended All stations included in Local Area preceding plus – Finleyville, West Newton,

Pitb. Subn. Zone 12

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Ellwood City Beaver Falls, Wampum, Ellwood City, Zelienople, New Castle, Portersville

(Sprint)

Elysburg Catawissa, Mt. Carmel, Danville, Numidia, Elysburg, Shamokin, Kulpmont,

Sunbury

Endeavor, Tionesta, Tidioute

Exton Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn.

Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown

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Effective: May 12, 2001

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Fairchance Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown

Farmington Farmington, Uniontown

Fayette City Belle Vernon, Fayette City, California, Monessen, Charleroi, Perryopolis

Finleyville Finleyville, Pitb. Subn. Zone 11, McMurray, Pitb. Subn. Zone 12, Monongahela

Extended Area All stations included in Local Area preceding plus - Clairton, Pitb. Subn. Zone

10, Elizabeth

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Fleetwood, Reading, Kutztown, Topton (Conestoga Tel.), Leesport

(Commonwealth Tel.), Oley (Conestoga Tel.)

Frackville Ashland, Minersville, Frackville, Pottsville, Girardville, Saint Clair, Mahanoy

City, Shenandoah

Freeland Freeland, Weatherly, Hazleton, White Haven, McAdoo

Frenchville Clearfield, Snow Shoe, Frenchville, Winburne, Philipsburg

Galeton Galeton

Girardville Ashland, Mahanoy City, Frackville, Shenandoah, Girardville

Glen Campbell Barnesboro, Glen Campbell, Cherry Tree

Glenmoore Chester Springs, Glenmoore, Coatsville, Honey Brook, Downingtown,

Morgantown (Conestoga Tel.), Eagle, Exton, Green Hills (Conestoga

Effective: May 12, 2001

Tel.), Parkesburg, Pughtown, West Chester

Glenwillard Aliquippa, Pitb. Subn. Zone 15, Ambridge, Pitb. Subn. Zone 16, Glenwillard

Issued: May 11, 2001

Issued by:

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area All Stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Green Lane Center Point, Collegeville, Quakertown, Green Lane, Schwenksville, Harleysville,

Souderton, Lansdale, Sassamansville (Conestoga Tel.) Pennsburg, Perkasie

Greensburg Delmont (ALLTEL), Latrobe, Greensburg, New Alexandria (ALLTEL), Herminie,

Youngwood, Jeannette, Kecksburg (Citizens Tel.)

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Greenville Greenville, Transfer (Pymatuning Ind. Tel.), Sharpsville, Sheakleyville (ALLTEL)

Grove City Blacktown (Sprint), Mercer, Wesley (GTE), Grove City, Harrisville (Sprint)

Halifax Dauphin, Harrisburg Zone 1, Elizabethville (Commonwealth Tel.), Millersburg

(Commonwealth Tel.), Halifax

Hamburg Hamburg, Leesport (Commonwealth Tel.), Kempton (GTE), Reading

Hamlin, Olyphant, Lake Ariel, Scranton, Moscow, Wallenpaupack,

Newfoundland

Harleysville Center Point, North Wales, Collegeville, Perkasie, Green Lane, Phila. Subn. Zone

30, Harleysville, Schwenksville, Lansdale, Souderton, Line Lexington

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Harrisburg Dauphin, Marysville (Sprint/United), Halifax, Harrisburg Zone 1,

Mechanicsburg, Zone 1 Harrisburg Zone 2, Middletown, Hershey (GTE), Shellsville (GTE), Hummelstown, Lewisberry (Commonwealth Tel.)

Zone 2 Harrisburg Zone 1, Hummelstown, Harrisburg Zone 2, Middletown, Hershey

(GTE)

Hastings Barnesboro, Hastings, Carrolltown, Patton

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Hawley, Newfoundland, Honesdale, Wallenpaupack, Lords Valley

Hazleton Conyngham-Drums (Common-(Commonwealth Tel.), Nuremburg

(Commonwealth Tel.), Freeland, Weatherly, Hazleton, White Haven, McAdoo

Hellertown Allentown, Hellertown, Bethlehem, Riegelsville, Catasauqua, Springtown, Easton

Herminie Greensburg, Jeannette, Herminie, Pitb. Subn. Zone 23

Extended Area All stations included in Local Area preceding plus - Pitb. Subn. Zone 10,

Youngwood, West Newton

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Hollidaysburg Altoona, Hollidaysburg, Cresson

Homer City Black Lick, Homer City, Blairsville, Indiana

Honesdale Beach Lake (GTE), Pleasant Mount (NE PA Tel.), Galilee (GTE), Hawley, South

Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack, Lords Valley,

Waymart (So. Canaan Tel.)

Honey Brook Coatesville, Honey Brook, Downingtown, Morgantown (Conestoga Tel.),

Glenmoore, Green Hills (Conestoga Tel.), Parkesburg

Hookstown Aliquippa, Hookstown, Beaver Falls, Midland, Chester, WV (Bell Atl.), Rochester,

Smiths Ferry, East Liverpool, O. (AMERITECH, O.)

Houtzdale Clearfield, Philipsburg, Houtzdale, Osceola Mills

Hummelstown Harrisburg Zone 1, Palmyra, Harrisburg Zone 2, Shellsville (GTE),

Hershey (GTE), Hummelstown, Middletown

Huntingdon Alexandria, McConnellstown (Sprint/United), Huntingdon, Marklesburg (Sprint

Tel.), Mount Union

Imperial Imperial, Oakdale, McDonald, Pitb. Subn. Zone 14, Murdocksville (Armstrong),

Pitb. Subn. Zone 15

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Indiana Black Lick, Homer City, Blairsville, Indiana, Clymer, Marion Center, Elderton

(ALLTEL), Parkwood

Jeannette Greensburg, Herminie, Harrison City (ALLTEL), Jeannette, Pitb. Subn. Zone 23

Metropolitan All stations included in Local Area preceding plus the Area Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Jermyn Carbondale, Jermyn, Chapman Lake (GTE), Olyphant, Scranton

Jersey Shore Avis, Williamsport, Jersey Shore, Woolrich, Lock Haven, Oval (PA Tel.)

Jim Thorpe, Weatherly, Lehighton, White Haven, Nesquehoning

Kane, Mount Jewett, Ludlow

Kemblesville, West Grove, Kennett Square, Hockessin,

DE (Verizon), Landenburg, Mendenhall, Newark, DE (Verizon), Oxford

Kennett Square Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove,

Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape,

Mendenhall, Wilmington, DE (Verizon), Mortonville

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Kingston Center Moreland, Mountaintop (Commonwealth Tel.), Nanticoke, Pittston,

Dallas (Commonwealth Tel.), Plymouth, Trucksville (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Wilkes-Barre, Kingston, Wyoming

Effective: May 12, 2001

Kulpmont Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont

Kutztown Allentown, Kutztown, Fleetwood, Reading, Kempton (GTE), Topton (Conestoga

Tel.)

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Lake Ariel Hamlin, South Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack,

Newfoundland, Waymart (So. Canaan Tel.), Olyphant, Scranton

Lake Como Lake Como

Lancaster Intercourse (Frontier Comm.), Millersville, Mount Joy (Sprint/United), Lancaster,

Landisville Mountville (Sprint/United), Leola (Frontier Comm.), New Holland (Frontier Comm.), Lititz (Denver & Ephrata Tel.), Quarryville (Commonwealth Tel.), Manheim (Denver & Ephrata Tel.), Rawlinsville (Commonwealth Tel.),

Strasburg

Landenberg Avondale, West Grove, Kemblesville, Westtown, Kennett Square, Hockessin, DE

(Verizon), Landenberg, Lenape, Newark, DE (Verizon), Mendenhall, Oxford,

Wilmington, DE (Verizon), Unionville, West Chester

Landisville Lancaster, Millersville, Landisville, Mount Joy (Sprint/United), Lititz (Denver &

Ephrata Tel.), Mountville (Sprint/United), Manheim (Denver & Ephrata Tel.

Co.), Strasburg

Lansdale Center Point, Line Lexington, Harleysville, North Wales, Lansdale, Souderton

Extended Area All stations included in Local Area preceding plus – Collegeville, Phila. Subn.

Zone 33, Doylestown, Phila. Subn. Zone 38, Dublin, Phila. Subn. Zone 39, Green

Lane, Phila. Subn. Zone 45, Perkasie, Schwenksville, Phila. Subn. Zone 30

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

Latrobe Blairsville, Latrobe, Derry, Ligonier, Greensburg, New Alexandria (ALLTEL),

Kecksburg (Citizens Tel.)

Lebanon Annville, Myerstown (GTE), Frystown (GTE), Palmyra, Hershey (GTE),

Schaefferstown (GTE), Jonestown (GTE), Lebanon, Mt. Gretna

Leeper Clarion, Marienville, Leeper

Lehighton Jim Thorpe, Nesquehoning, Lehighton

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Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.

88 Rowland Way

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Lenape Avondale, Mortonville, Coatesville, Phila. Subn. Zone 10, Downingtown, Phila.

Subn. Zone 28, Exton, Unionville, Kennett Square, West Chester, Landenberg,

West Grove, Lenape, Westtown, Mendenhall

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Lewistown (Sprint Belleville (Sprint/United), Port Royal (Sprint/United), Lewistown, Reedsville

Tel.), McVeytown, Mifflintown (Sprint/United)

Ligonier Latrobe, Stahlstown (Laurel Highland Tel.), Ligonier

Line Lexingtown Doylestown, North Wales, Dublin, Perkasie, Harleysville, Phila. Subn. Zone 45,

Lansdale, Souderton, Line Lexington

Extended Area All stations included in Local Area preceding plus – Buckingham, Phila. Subn.

Zone 39, Phila. Subn. Zone 33, Plumsteadville, Phila. Subn. Zone 38

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Lock Haven

Jersey Shore,

Avis, Lock Haven, Beech Creek (Sprint/United), Mill Hall (Sprint/United),

Woolrich

Lords Valley Bushkill, Mount Pocono, Cresco, Newfoundland, Hawley, Stroudsburg,

Honesdale, Wallenpaupack, Lords Valley

Lowellville Bessemer, New Castle, Hubbard, O. (AMERITECH, O.), North Lima, O.

(AMERITECH, O.), Lowellville, Youngstown, O. (AMERITECH, O.), Lowellville,

Effective: May 12, 2001

O. (AMERITECH, O.)

Ludlow Kane, Ludlow

Mahaffey Mahaffey, Curwensville

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Mahanoy City Frackville, Mahanoy City, Girardville, Shenandoah, Lakewood (Frontier Comm.),

Tamaqua

· Marchand Marchand, Punxsutawney

Marienville Leeper, Marienville

Marion Center Indiana, Marion Center

Masontown Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown

McAdoo Freeland, Tamaqua, Hazleton, Weatherly, McAdoo

McClellandtown Fairchance, Smithfield, Masontown, Uniontown, McClellandtown

McDonald Burgettstown, Midway (ALLTEL), Canonsburg, Oakdale, Imperial, Pitb. Subn.

Zone 13, McDonald

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

McMurray Canonsburg, Pitb. Subn. Zone 12, Finleyville, Pitb. Subn. Zone 13, McMurray

Extended Area All stations included in Local Area preceding plus the Washington exchange.

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

McVeytown Lewistown, McVeytown

Mechanicsburg Dillsburg (GTE), Lewisberry (Commonwealth Tel.), Harrisburg Zone 1,

Mechanicsburg

Mendenhall Avondale, West Chester, Kemblesville, West Grove, Kennett Square, Westtown,

Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE

Effective: May 12, 2001

(Verizon), Phila. Subn. Zone 10, Unionville

Metropolitan Area All Stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Issued: May 11, 2001

Issued by:



10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Mercer Blacktown (Sprint/United), Mercer, Sharon, Fredonia (ALLTEL Pa.), Sharpsville,

Wesley (GTE), Grove City

Middletown Elizabethtown (Sprint/United), Hershey (GTE), Hummelstown, Harrisburg Zone

1, Middletown, Harrisburg Zone 2

Midland Beaver Falls, Rochester, Hookstown, Smiths Ferry, Midland

Millersville Lancaster, Mountville (Sprint/United), Landisville, Millersville, Strasburg

Millheim Centre Hall, Spring Mills, Millheim

Millville Bloomsburg, Washingtonville, Millville

Milton Lewisburg (Buffalo Valley Tel.), Northumberland, Sunbury, Mifflinburg (Buffalo

Valley Tel.), Washingtonville, Watsontown (ALLTEL), Milton

Minersville Frackville, Saint Clair, Minersville, Schuylkill Haven, New Philadelphia, Tremont

(Commonwealth Tel.), Orwigsburg, Pottsville

Monessen Belle Vernon, Fayette City, Charleroi, Monessen, Donora, Monongahela

Monongahela Belle Vernon, Finleyville, Charleroi, Monessen, Donora, Monongahela, Elizabeth

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Moosic Moosic, Taylor, Pittston, Wyoming, Scranton

Morrisville Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville,

Trenton, NJ (Verizon), Newtown, Phila. Subn. Zone 42, Yardley

Metropolitan Area All Stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Mortonville Avondale, Mortonville, Coatesville, Parkesburg, Downingtown, Unionville,

Exton, West Chester, Kennett Square, West Grove, Lenape, Westtown

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QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Metropolitan Area

All stations included in Local Area preceding plus the Philadelphia Exchange

Plus

and all other Zones of the Philadelphia Suburban Exchange.

Moscow Hamlin, Scranton, Moscow, Wallenpaupack, Newfoundland

Mountaintop Kingston, Nuangola (Commonwealth Tel.), Mountaintop, Nanticoke, Plymouth

Wilkes-Barre

Mount Carmel Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont

Mount Gretna Annville, Mount Gretna, Lebanon, Palmyra

Mount Jewett Bradford, Mount Jewett, Kane

Mount Pleasant Connellsville, Mount Pleasant, Greensburg, Scottdale, Kecksburg (Citizens Tel.),

Youngwood

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Mount Pocono Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono

Mount Union Huntingdon, Mount Union, McConnellstown (Sprint/United)

Nanticoke Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke, Nuangola

(Commonwealth Tel.)

Nazareth Allentown, Catasauqua, Bath, Easton, Bethlehem, Nazareth

Nesquehoning Jim Thorpe, Lehighton, Lansford (ALLTEL), Nesquehoning

New Castle Bessemer, Plain Grove (Sprint/United), Ellwood City, New Bedford (GTE),

Princeton (GTE No.), New Castle, Volant (Sprint/United), New Wilmington

Effective: May 12, 2001

(GTE), Wampum

New Florence Bolivar, New Florence, Johnstown (GTE)

Newfoundland Cresco, Moscow, Hamlin, Mount Pocono, Hawley, Newfoundland, Lake Ariel,

Wallenpaupack, Lords Valley

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas	Local Calling Areas

New Hope Buckingham, New Hope, Carversville, Newtown, Doylestown, Plumsteadville,

Lambertville, NJ (Verizon), Wycombe, Yardley

Metropolitan Area Plus All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

New Kensington New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

New Philadelphia Minersville, Saint Clair, New Philadelphia, Schuylkill Haven, Orwigsburg,

Tamaqua, Pottsville

New Salem Brownsville, Republic, New Salem, Uniontown

Newtown Newtown, Wycombe, Phila. Subn. Zone 40, Yardley, Phila. Subn. Zone 43

Extended Area All stations included in Local Area preceding plus – Buckingham Phila. Subn.

Zone 38, Doylestown, Phila. Subn. Zone 39, Morrisville, Phila. Subn. Zone 42, New Hope, Phila. Subn. Zone 44, Phila. Subn. Zone 37, Phila. Subn. Zone 45

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Northampton Allentown, Ironton (Ironton Tel.), Bath, Bethlehem, Northampton, Catasauqua,

Slatington

Northumberland Danville, Northumberland, Milton, Sunbury

North Wales Center Point, North Wales, Harleysville, Phila. Subn. Zone 30, Lansdale, Phila.

Subn. Zone 33, Line Lexington, Souderton

Extended Area All stations included in Local Area preceding plus - Collegeville, Phila. Subn.

Zone 34, Doylestown, Phila. Subn. Zone 38, Phila. Subn. Zone 31, Phila. Subn.

Effective: May 12, 2001

Zone 39, Phila. Subn. Zone 32, Phila. Subn. Zone 45

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Surburban Exchange.

Issued: May 11, 2001

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Numidia Bloomsburg, Elysburg, Catawissa, Numidia

Oakdale Imperial, Pitb. Subn. Zone 13, McDonald, Pitb. Subn. Zone 14, Oakdale

Metropolitan Area All stations included in Local Area Preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Olyphant Carbondale, Lake Ariel, Chapman Lake (GTE), Olyphant, Hamlin, Scranton,

Jermyn, Taylor

Orwigsburg Auburn (GTE), Orwigsburg, Minersville, Pottsville, New Philadelphia, Saint

Clair, Schuylkill Haven

Osceola Mills Clearfied, Philipsburg, Houtzdale, Osceola Mills

Oxford Avondale, Landenberg, Kemblesville, Oxford, Kirkwood (Commonwealth Tel.),

West Grove

Palmyra Annville, Lebanon, Harrisburg Zone 1, Mount Gretna, Hershey (GTE), Palymra,

Hummelstown

Paris Burgettstown, Weirton, WV (Verizon), Paris

Parkesburg Atglen (Commonwealth Tel.), Glenmoore, Honey Brook, Coatesville,

Mortonville, Gap (Commonwealth Tel.), Parkesburg, West Grove

Parkwood Indiana, Parkwood

Patton Altoona, Barnesboro, Hastings, Carrolltown, Patton

Pennsburg Bally (Conestoga Tel.), Quakertown, Sassamansville (Conestoga Tel.), Green

Lane, Pennsburg, Perkasie, Souderton

Perkasie Bedminster, Pennsburg, Doylestown, Perkasie, Dublin, Plumsteadville, Green

Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton, Line

Lexington

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

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Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.

88 Rowland Way

88 Rowland Way Novato, CA 94945

10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Perryopolis Belle Vernon, Fayette City, Dawson, Perryopolis, Uniontown

Metropolitan Area All stations in Local Area preceding plus the Pittsburgh Exchange and all other

Plus Zones of the Pittsburgh Suburban Exchange.

Philipsburg Clearfield, Osceola Mills, Frenchville, Philipsburg, Houtzdale, Winburne

Phoenixville Chester Springs, Phila. Subn. Zone 29, Collegeville, Phoenixville, Eagle,

Pughtown, Phila. Subn. Zone 28, Royersford

Extended Area All stations included in Local Area preceding plus - Center Point , Phila. Subn.

Zone 30, Phila. Subn. Zone 26, Pottstown

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

Pittston Harding (Commonwealth Tel.), Scranton, Taylor, Kingston, Wilkes-Barre,

Moosic, Wyoming, Pittston

Plumsteadville Bedminster, Line Lexington, Buckingham, New Hope, Carversville, Perkasie,

Doylestown, Plumsteadville, Dublin, Quakertown, Ferndale (Commonwealth

Tel.)

Metropolitan Area

Plus

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Plymouth Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke

Point Marion Cheat Lake (Verizon), Morgantown, WV (Verizon), Fairchance, Smithfield,

Masontown, Uniontown, Point Marion

Portage Cresson, Portage

Port Allegany Eldred, Roulette, Port Allegany, Smethport

Pottstown Boyertown (Conestoga Tel.), Pughtown, Royersford, Collegeville, Sassamansville

(Conestoga Tel.), Douglassville (Conestoga Tel.), Phoenixville, Schwenksville,

Pottstown

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Pottsville Auburn (GTE), New Philadelphia, Frackville, Orwigsburg, Friedensburg (GTE),

Pottsville, Minersville, Saint Clair, Schuylkill Haven, Tamaqua

Pughtown Chester Springs, Morgantown (Conestoga Tel.), Downingtown, Eagle, Exton,

Phoenixville, Glenmoore, Pottstown, Green Hills (Conestoga Tel.), Pughtown,

Royersford

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Punxsutawney Big Run, Punxsutawney, Marchand

Quakertown Bedminister, Perkasie, Dublin, Plumsteadville, Ferndale (Commonwealth Tel.),

Quakertown, Souderton, Green Lane, Springtown, Pennsburg

Reading Adamstown (Denver & Ephrata Tel.), Oley (Conestoga Tel.), Bernville (GTE),

Reading, Birdsboro (Conestoga Tel.), Robesonia (GTE), Topton (Conestoga Tel.), Fleetwood, Green Hills (Conestoga Tel.), Womelsdorf (GTE), Yellow House (Conestoga Tel.), Hamburg, Kutztown, Leesport (Commonwealth Tel.),

Morgantown (Conestoga Tel.)

Renovo Renovo

Republic Brownsville, Republic, New Salem, Uniontown

Rew Bradford, Limestone, NY (Verizon), Duke Center (Armstrong No.), Rew, Eldred,

Smethport

Reynoldsville DuBois, Sykesville, Reynoldsville

Riegelsville Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Phillipsburg, NJ

(Verizon), Easton, Ferndale (Commonwealth Tel.), Riegelsville, Springtown,

Hellertown, Upper Black Eddy

Rochester Aliquippa, Hookstown, Ambridge, Midland, Baden, Rochester, Beaver Falls

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Roulette Coudersport, Roulette, Port Allegany

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Royersford Center Point, Phoenixville, Chester Springs, Pottstown, Collegeville, Pughtown,

Eagle, Royersford, Phila. Subn. Zone 29, Schwenksville, Phila. Subn. Zone 30

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Russell Russell, Warren, Sugar Grove, Youngsville

Saint Clair Frackville, Pottsville, Minersville, Saint Clair, New Philadelphia, Schuylkill

Haven, Orwigsburg

Saxton Hopewell (Sprint/United), Saxton

Schuylkill Haven Auburn (GTE), New Philadelphia, Friedensburg (GTE), Orwigsburg, Minersville,

Pottsville, Saint Clair, Schuylkill Haven

Schwenksville Center Point, Pottstown, Collegeville, Royersford, Green Lane, Sassamansville

(Conestoga Tel.), Harleysville, Lansdale, Perkasie, Schwenksville, Phila. Subn.

Zone 30, Souderton

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Scottdale Connellsville, Mount Pleasant, Dawson, Scottdale

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Scranton Clarks Summit (Commonwealth Tel.), Lake Winola (Commonwealth Tel.),

Dalton (Commonwealth Tel.), Moosic, Moscow, Factoryville (Commonwealth Tel.), Olyphant, Pittston, Hamlin, Scranton, Jermyn, Taylor, Lake Ariel, Wyoming

Shamokin Elysburg, Trevorton (TDS-Mahanoy/Mahantango Tel.), Kulpmont, Mount

Carmel, Shamokin, Sunbury

Sharon Mercer, Sharpsville, Sharon, O. (AMERITECH, O.), Transfer (Pymatuning Ind.

Tel.), Sharon, Pa., West Middlesex

Sharpsville Greenville, Sharpsville, Mercer, Transfer (Pymatuning Ind. Tel.), Sharon, O.

(AMERITECH, O.), Sharon, Pa., West Middlesex

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas	Local Calling Areas
Shenandoah	Ashland, Ringtown (Commonwealth Tel.), Frackville, Girardsville, Shenandoah, Mahanoy City
Slatington	Allentown, New Tripoli (GTE), Bath, Northampton, Bethlehem, Slatington, Catasauqua, Ironton (Ironton Tel.)
Smethport	Bradford, Rew, Eldred, Smethport, Port Allegany
Smithfield	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
Smiths Ferry	Chester, WV. (Verizon), Hookstown, Midland, East Liverpool, O. (AMERITECH, O.), Rochester, Smiths Ferry
Smock	Brownsville, Uniontown, Smock
Snow Shoe	Bellefonte, Snow Shoe, Frenchville
Souderton	Center Point, Line Lexington, Collegeville, North Wales, Doylestown, Pennsburg, Dublin, Perkasie, Green Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton
Metropolitan Area Plus	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Exchange.
Springdale	New Kensington, Springdale, Pitb. Subn. Zone 19, Tarentum, Pitb. Subn. Zone 20
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Spring Mills	Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College
Springtown	Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Quakertown, Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Upper Black Eddy, Hellertown
State College	Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall, Port Matilda ALLTEL)

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas

Local Calling Areas

Strasburg

Gap (Commonwealth Tel.), Quarryville (Commonwealth Tel.), Intercourse (Frontier Comm.), Rawlinsville (Commonwealth Tel.), Lancaster, Landisville,

Strasburg, Millersville

Stroudsburg

Bushkill, Stroudsburg, Cresco, Stroudsburg, NJ (Verizon), Lords Valley,

Mount Pocono, Saylorsburg (Commonwealth Tel.)

Sugar Grove

Russell, Warren, Sugar Grove, Youngsville

Sunbury

Danville, Selinsgrove (GTE), Elysburg, Shamokin, Milton, Sunbury,

Northumberland

Sykesville

DuBois, Reynoldsville, Luthersburg (ALLTEL), Sykesville

Tamagua

Lakewood (Frontier Comm.), McAdoo, Lansford (ALLTEL), New Philadelphia,

Mahanoy City, Pottsville, Tamaqua

Tarentum

New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum

Metropolitan Area

All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Plus Taylor

Moosic, Scranton, Olyphant, Taylor, Pittston, Wyoming

Tidioute

Endeavor, Tionesta, Tidioute, Warren

Tionesta

Endeavor, Tionesta, Tidioute

Tyrone

Altoona, Warriors Mark (ALLTEL), Bellwood, Tyrone

Ulysses

Coudersport, Ulysses

Uniontown

Brownsville, New Salem, Connellsville, Point Marion, Fairchance, Republic, Farmington,

Smithfield, Masontown, Smock, McClellandtown, Uniontown

Unionville

Avondale, Mendenhall, Coatesville, Mortonville, Kemblesville, Unionville, Kennett

Square, West Chester, Landenberg, West Grove, Lenape, Westtown

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Uhlerstown Upper Black Eddy

(Commonwealth Tel.), Frenchtown, NJ (Verizon), Upper Black Eddy, Milford, NJ

(Verizon)

Wallenpaupack Hamlin, Lords Valley, Hawley, Moscow, Honesdale, Newfoundland, Lake Ariel,

Wallenpaupack

Wampum Beaver Falls, New Castle, Ellwood City, Wampum

Warren Russell, Tidioute, Sheffield (ALLTEL), Warren, Sugar Grove, Youngsville

Washington Avella, McMurray, Buffalo (GTE), Taylorstown (GTE), Canonsburg, Washington,

Claysville, West Alexander, Hickory (Hickory Tel.)

Metropolitan Area

Plus

All stations included in Local Area preceding plus the Pittsburgh Exchange and

all other Zones of the Pittsburgh Suburban Exchange.

Bloomsburg, Turbotville (ALLTEL), Danville, Washingtonville, Millville, Milton Washingtonville

Weatherly Freeland, McAdoo, Hazleton, Weatherly, Jim Thorpe, White Haven

West Alexander Claysville, West Alexander, Washington

West Chester Downingtown, Mortonville, Exton, Phila. Subn. Zone 28, Lenape, West Chester,

Mendenhall, Westtown

Extended Area All Stations included in Local Area preceding plus -Avondale, Phila. Subn. Zone

> 10, Chester Springs, Phila. Subn. Zone 11, Coatesville, Phila. Subn. Zone 12, Eagle, Phila. Subn. Zone 22, Kennett Square, Unionville, Landenberg, West

Grove

Metropolitan Area All Stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

West Grove Avondale, Oxford, Coatesville, Parkesburg, Kemblesville, Unionville, Kennett

Square, West Chester, Landenberg, West Grove, Lenape, Westtown, Mendenhall,

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Hockessin, DE (Verizon), Mortonville

West Middlesex Sharon, Pa., Sharpsville, Sharon, O. (AMERITECH, O.), West Middlesex

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Novato, CA 94945



10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

West Newton Belle Vernon, Yukon (Yukon-Waltz Tel.), West Newton

Extended Area All stations included in Local Area preceding plus - Donora, Mount Pleasant,

Elizabeth, Perryopolis, Herminie, Pitb. Subn. Zone 10, Monessen, Scottdale

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange

and all other Zones of the Pittsburgh Suburban Exchange.

Westtown Lenape, West Chester, Phila. Subn. Zone 10, Westtown, Mendenhall

Extended Area All stations included in Local Area preceding plus – Avondale, Phila. Subn. Zone

11, Coatesville, Phila. Subn. Zone 12, Downingtown, Phila. Subn. Zone 22, Exton, Phila. Subn. Zone 28, Kennett Square, Unionville, Landenberg, West Grove,

Mortonville

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

White Haven Freeland, Weatherly, Hazleton, White Haven, Jim Thorpe

Wilkes-Barre Center Moreland (Commonwealth Tel.), Nuangola (Commonwealth Tel.), Dallas

(Commonwealth Tel.), Pittston, Plymouth, Harveys Lake (Commonwealth Tel.),

Trucksville (Commonwealth Tel.), Kingston, Mountaintop, Wilkes-Barre,

Nanticoke, Wyoming

Williamsport Jersey Shore, Trout Run (GTE), Loyalsock (GTE), Williamsport, Oval (PA Tel.)

Winburne Clearfield, Philipsburg, Frenchville, Winburne

Woolrich Avis, Lock Haven, Jersey Shore, Woolrich

Wycombe Buckingham, Phila. Subn. Zone 40, Doylestown, Phila. Subn. Zone 45, New

Hope, Wycombe, Newtown

Extended Area All stations included in Local Area preceding plus - Carversville Phila. Subn.

Zone 39, Morrisville, Phila. Subn. Zone 43, Phila. Subn. Zone 37, Phila. Subn.

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Zone 44, Phila. Subn. Zone 38, Yardley

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia

Exchange and all other Zones of the Philadelphia Suburban Exchange.

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10.2 Exchange Areas and Local Calling Areas (Continued)

Exchange Areas Local Calling Areas

Wyoming Kingston, Taylor, Moosic, Wilkes-Barre, Pittston, Wyoming, Scranton

Yardley Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville,

Trenton, NJ (Verizon), New Hope, Newtown, Wycombe, Phila. Subn. Zone 42,

Yardley

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange

and all other Zones of the Philadelphia Suburban Exchange.

Youngsville Russell, Warren, Sugar Grove, Youngsville

Youngwood Greensburg, Youngwood, Mount Pleasant

Metropolitan Area

Plus

All stations in Local Area preceding plus the Pittsburgh Exchange and all other

Zones of the Pittsburgh Suburban Exchange.

Zelienople Beaver Falls, Evans City (Sprint/United), Criders Corners (North Pitts. Tel.),

Zelienople, Ellwood City

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SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis. Company will comply with the Commission's IntraLATA Toll Presubscription Order in Docket No. I-00940034.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer select the Company as the presubscribed carrier for IntraLATA and

InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA

calls subject to presubscription and some other carrier as the presubscribed

carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls

subject to presubscription and the Company for interLATA toll calls subject to

presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and

interLATA toll calls subject to presubscription.

Option E: Customer may select two different carriers, neither being the Company for

intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary

interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed

carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the

Effective: May 12, 2001

carrier of choice for each call.

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SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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SECTION 12.0 - TELEPHONE MESSAGE SERVICES

12.1 Telephone Message Services

- 12.1.1 Notice: Any telephone message service that provides a commercial, informational, public service or other message for a specific charge billed to the caller by a local phone company, prior to the presentation of the message, shall warn the caller that the cost of the call will be charged and that the charge will be itemized on the caller's telephone bill. In the event the message requested contains explicit sexual material, the warning preceding the message shall also inform the caller the message contains explicit sexual material.
- 12.1.2 Intrastate Services: Before any call can be completed to a telephone message service containing explicit sexual material, the caller shall have first obtained an access code number or other personal identification number consisting of not less than nine digits from the telephone message service through written application to the telephone message service. This access code number or personal identification number must be presented to the telephone message service after the warning message and in order to complete the call.
- 12.1.3 Dissemination to Minors: Access codes or personal identification numbers obtained to complete calls containing explicit sexual material as defined in 18 Pa.C.S. §5903 (relating to obscene and other sexual materials) shall not be issued to a minor. Telephone message services shall exercise all reasonable methods to ascertain that the applicant is not a minor.
- 12.1.4 Telephone Company Duties: Every local telephone company and competitive interexchange telephone service shall list all telephone message service calls on the customer telephone bill and shall designate the type or title of message obtained. In addition, the telephone company shall provide, upon request, at no cost to the consumer, the name and address of any telephone service provider. All telephone companies shall include in their telephone message service tariffs, whether provided through the 976 exchange or otherwise, or in any contract with such telephone message service sponsor, a clause requiring compliance with this section as a condition for continuation of the service.

12.1.5 Costs of Service:

- (A) All costs relating to this section shall be borne solely by the telephone message service.
- (B) All telephone message services shall provide, in writing, to all telephone companies and competitive interexchange telephone companies providing service in this Commonwealth, their complete telephone number or numbers, including area codes and type or title of service provided. This information shall be provided at the time of newly established service, change in service and annually.

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SECTION 12.0 - TELEPHONE MESSAGE SERVICES

12.1 Telephone Message Services (Cont'd.)

12.1.6 Blocking Access: Every telephone company shall, except to the extent that written authorization is required by a customer for availability of access to all or certain types of telephone message services, provide to customers the option of having access to such telephone message services blocked. The telephone company may not charge the customer any fee or other cost for blocking access to availability of telephone message services unless such telephone company has already provided such blocking to the customer without fee.

12.1.7 Enforcement:

- (A) The Commission shall promulgate rules or regulations to ensure the compliance of telephone companies providing messages covered by this section.
- (B) The failure of a telephone company to comply with this section shall be a violation of this section and the telephone company shall be subject to enforcement proceedings pursuant to Section 502 (relating to enforcement proceedings by Commission).
- (C) Failure of a telephone message service to comply with this section shall be a violation of the act of December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, and 18 Pa.C.S. Ch. 39 (relating to theft and related offenses).

12.2 Dissemination of Telephone Numbers and Other Identifying Information:

- 12.2.1 General Rule: Notwithstanding any other provision of law, but subject to the provisions of this title, any telephone call identification service offered in this Commonwealth by a public utility or by any other person, partnership, association or corporation that makes use of the facilities of a public utility shall be lawful if it allows a caller to withhold display of the caller's telephone number and other identifying information on both a per-call and per-line basis from the telephone instrument of the individual receiving the telephone call.
- 12.2.2 Charge Prohibited: There shall be no charge to the caller who requests that the caller's telephone number and other identifying information be withheld on a per-call basis. The commission may approve a charge to the caller who requests that the caller's telephone number and other identifying information be withheld on a per-line basis if the commission finds, after notice to all customers and an opportunity for hearing, that the charge is just and reasonable and that the charge should be imposed on the caller. Tariff rates shall not apply to victims of domestic violence receiving services from a domestic violence program or protected by a court order nor to social welfare agencies, such as women's shelters, health and counseling centers, public service hotlines and their staffs. In addition, the commission shall direct that the tariff rates shall not apply to customers who order the per-line blocking service within 60 days of its introduction or within 60 days of any request for new telephone service or transfer of existing

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SECTION 12.0 - TELEPHONE MESSAGE SERVICES

12.2 Dissemination of Telephone Numbers and Other Identifying Information (Cont'd.)

12.2.2 Charge Prohibited (Cont'd.)

telephone service. The Commission shall also direct that, as soon as practicable, any public utility or any other person, partnership, association or corporation that makes use of the facilities of a public utility which provides this service shall also provide to the calling party only the ability to selectively unblock at no charge on a per-call basis a blocked line using a means which differs from the means to activate per-call blocking. The Commission, in the interest of balancing respective privacy interests, shall also permit a tariffed service that automatically prevents the completion of telephone calls to customers who do not wish to receive calls from callers that withhold their telephone number or other identifying information, the terms and conditions of such a tariff shall be subject to commission approval.

- Notice: A public utility offering a call identification service shall notify its subscribers that their calls may be identified to a called party at least 60 days before the service is offered and shall clearly advise its subscribers of their ability to withhold their telephone number and other identifying information on both a per-call and a per-line basis. The form of the required notices must be approved by the commission.
- Exceptions: Notwithstanding any other provision of law, but subject to the provisions of this title, 12.2.4 provision of any of the following caller identification services shall be lawful even if the caller cannot withhold display of the caller's telephone number and other identifying information from the instrument of the individual receiving the telephone call:
 - An identification services which is used within the same limited system, including a (A) Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - An identification service which is used on a public agency's emergency telephone line or (B) on the line which receives the primary emergency telephone number 911.
 - An identification service provided in connection with any "800" or "900" access code **(C)** telephone service until the public utility develops the technical capability to comply with subsection (a), as determined by the commission. Until such capacity is developed. telephone subscribers shall be notified annually by the public utility that use of an "800" or "900" number may result in the disclosure of the subscriber's telephone number or other identifying information to the called party.
 - (D) An identification service for which the identification information is a necessary component of the communication being conveyed and for which, without such information, the called party would not reasonably be able to act upon or otherwise use the other portions of the communication. This exception is intended to cover services, such as health alert, home monitoring and other similar telemetry services.

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SECTION 13.0 - RESERVED FOR FUTURE USE

13.1 [Reserved for Future Use]

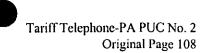
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88 Rowland Way
Novato, CA 94945

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SECTION 14.0 - PROMOTIONAL OFFERINGS / CONTRACTS & ICB

14.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Customers will be notified of promotions via bill inserts and advertising campaigns. Requests for promotional offerings will be presented to the Commission on one (1) day notice for its review and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

14.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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Issued by:

Dick van Aggelen, Regulatory Manager QuantumShift Communications, Inc. 88 Rowland Way Novato, CA 94945 Effective: May 12, 2001

COMMONWEALTH OF PENNSYLVANIA

DATE:

May 14, 2001

SUBJECT:

A-310872

TO:

Bureau of Fixed Utility Services

FROM:

James J. McNulty, Secretary

OCUMENT FOLDER

Request for name change

Enclosed please find copies of requests for name changes from the following companies:

. 1. A-310872: From MVX.COM Communications, Inc. to QuantumShift Communications, Inc.

This matter is being referred to your Bureau for appropriate action.

laf

Attachment