

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S) : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 09/10/99
 8. DOCKET NO: A-310872 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: MVX.COM COMMUNICATIONS, INC.

COMP/APP COUNTY:

UTILITY CODE: 310872

ALLEGATION OR SUBJECT

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

**DOCUMENT
FOLDER**

DOCKETED
OCT 10 2000

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00
- 2. BUREAU: FUS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
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APPLICATION OF MVX.COM COMMUNICATIONS, INC., FOR APPROVAL TO OFFER, RENDER, FURNISH, OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF LOCAL EXCHANGE SERVICES CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

**DOCUMENT
FOLDER**

DOCKETED
OCT 19 1999

1. REPORT DATE: 00/00/00 :
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 CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.....
10/03/00 JNT PETITION OF VERIZON PENNSYLVANIA, INC. AND MVX.COM COMMUNICA
 TIONS, INC. FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E)
 OF THE TELECOMMUNICATIONS ACT OF 1996.....

DOCKETED
 OCT 11 2000

DOCUMENT
 FOLDER

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

ORIGINAL

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

September 10, 1999

VIA OVERNIGHT DELIVERY

Commonwealth of Pennsylvania
Public Utility Commission
New Filing
Secretary Bureau
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

A-310872

RECEIVED

SEP 10 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

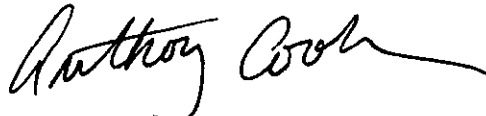
Re: Competitive Local Exchange Application of
MVX.COM Communications, Inc.

Dear Sir/Madam:

Enclosed please find for filing one original and two (2) copies of the Application of MVX.COM Communications, Inc. for approval to begin to offer, render, furnish, or supply telecommunications services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania, along with a check payable to the Commonwealth of Pennsylvania in the amount of \$250.00 for the application fee.

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,



Anthony Cooke
Director of Government Affairs for
Lance J.M. Steinhart
Attorney for MVX.COM Communications, Inc.

Enclosures

cc: Mr. Edward A. Brinskele (w/enc)

DOCUMENT
FOLDER

RECEIVED

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

OCT 05 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

October 5, 1999

VIA OVERNIGHT DELIVERY

Ms. Doreen Trout
Secretary Bureau
Commonwealth of Pennsylvania
Public Utility Commission
PO Box 3265
Harrisburg, Pennsylvania 17105-3265
(717) 787-4222

A-310872

Re: Competitive Local Exchange Carrier Application of MVX.COM
Communications, Inc.

Dear Ms. Trout:

Enclosed please find for filing four (4) copies of the file-stamped Application of MVX.COM Communications, Inc. issued by the Department of State, along with a certificate of service confirmation.

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.

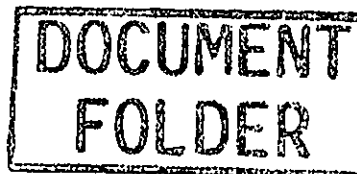
If you have any questions or if I may provide you with additional information, please do not hesitate to call me. Thank you.

Respectfully submitted,

Charlotte Lacey

Charlotte Lacey
Assistant to Lance J.M. Steinhart
Attorney for MVX.COM Communications, Inc.

Enclosures



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

117

MVX.COM 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: 09938

1014-1015

PENNCORP
COUNTER

9938-1014

Microfilm Number

Filed with the Department of State on

MAY 21 1999

Entity Number

2878685

Kim Fitzgerald
Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: **MVX.COM COMMUNICATIONS, INC.**
2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):
3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious 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).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

State of California

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

Number and Street 75 Rowland Way, City Novato State CA Zip 94945
First Floor

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)

9938 015

Number and Street City State Zip County

(b) c/o: County of Dauphin

Name of Commercial Registered Office Provider County
National Registered Agents, Inc.

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

DSCB:15-4124/6124 (Rev 90)-2

7. (Check one of the following):

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

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

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 9th day of April, 1999.

MVX.COM COMMUNICATIONS, INC
(Name of Corporation)

William E. Horwich BY: (Signature)

TITLE:
WILLIAM E. HORWICH, Assist. Secty

DSCB:15-4124/6124 (Rev 90)-3

Department of State
Corporation Bureau
P.O. Box 8722
Harrisburg, PA 17105-8722

Instructions for Completion of Form:

CERTIFICATE OF SERVICE

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

Dated this 5th day of October, 1999.


Lance J.M. Steinhart

Counsel for
MVX.COM Communications, Inc.

Irwin A. Popowski
Consumer Advocate
1425 Strawberry Square
Harrisburg, Pennsylvania 17101

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

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

One Copy to each of the following:

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Services

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

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Application of)
MVX.COM Communications, Inc.,)
for approval to offer,)
render, furnish, or supply)
telecommunications services as)
a Reseller of Local Exchange Services)
Carrier to the public in the)
Commonwealth of Pennsylvania)

App. Docket No. A-310872

To the Pennsylvania Public Utility Commission:

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

MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, California 94945
(415) 893-7180 (Telephone)
(415) 893-0569 (Facsimile)

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

MVX Communications LLC

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

Lance J.M. Steinhart
Attorney at Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097
770/232-9200 (Tel)
770/232-9208 (Fax)

RECEIVED

SEP 10 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER

DOCKETED
OCT 11 1999

3. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

4. BUSINESS ENTITY and DEPARTMENT OF STATE FILINGS:

The Applicant is a:

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

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

The Applicant has attached a copy of the Department of State as Exhibit A. A copy of Applicant's Articles of Incorporation is attached hereto as Exhibit B.

Give name and address of officers.

Attached hereto as Exhibit C.
The Applicant is incorporated in the state of California.

5. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

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

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

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

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

8. APPLICANT'S PRESENT OPERATIONS:

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

9. APPLICANT'S PROPOSED OPERATIONS:

The Applicant proposes to operate as a:

<input type="checkbox"/>	Reseller of Toll Services, <u>e.g.</u> , MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.
<input type="checkbox"/>	Competitive Access Provider, <u>e.g.</u> , dedicated point-to-point service or IXC transporter.
<input type="checkbox"/>	Interexchange Carrier, <u>e.g.</u> , providing toll services as a facilities-based carrier.
<input checked="" type="checkbox"/>	Competitive Local Exchange Carrier, <u>e.g.</u> , providing local exchange service as a facilities-based carrier or as a reseller.
<input type="checkbox"/>	Other. (Identify the nature of public utility service to be rendered.)

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross reference each other. At the time of filing, the Applicant may petition the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code 95.43, to waive the provisions of Sections 1.34 and 1.43, 52 Pa. Code 991.34 & 1.43, which require a separate application fee for each application (i.e., multiple fees), and to seek authorization for the payment of one application fee.

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

Applicant proposes to provide competitive local exchange services on a resale basis.

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

Applicant intends to provide service statewide.

Additionally, the Applicant asserts that it will not be a rural

telephone company. State which provision of the Federal Telecommunication Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

Applicant hereby asserts that it will not be a rural telephone company.

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

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

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

Attached as Exhibit D.

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

The Company is authorized to issue 100,000 shares of common stock at no par value per share. Applicant's parent company, MVX.COM, owns 100% of applicant's stock.

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

See Exhibit E attached hereto.

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

**Kenneth Holmes, CFO
MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, CA 94945
(415) 893-7180 (Telephone)
(415) 893-0569 (Facsimile)**

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

Same address as above.

15. **START DATE:** The Applicant proposes to begin offering services on or before the end of 1999 (approximate date). Applicant must enter into a resale/interconnection agreement with the incumbent local exchange providers.
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

N/A

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

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

Irwin A. Popowsky	Office of Trial Staff -- 1 copy
Consumer Advocate	Office of Special Assis. -- 1 copy
1425 Strawberry Square	Bureau of Consumer Ser. -- 1 copy
Harrisburg, PA 17120	Bureau of Fixed Util. Ser. -- 1
copy	

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

Bernard A. Ryan, Jr.	Office of the Attorney General
Small Business Advocate	Bureau of Consumer Protection
Commerce Building, Suite 1102	Strawberry Square, 14th Floor
300 North Second Street	Harrisburg, PA 17120
Harrisburg, PA 17101	

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

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

For purposes of this application:

Lance J.M. Steinhart
Attorney at Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097
770/232-9200 (Tel)
770/232-9208 (Fax)

19. AFFIDAVIT: Attach to the Application an affidavit as follows:

AFFIDAVIT

State of CALIFORNIA :

County of SAN MATEO : SS.

Edward A. Brinskele, Affiant, being duly sworn according to law, deposes and says that:

He is the President of MVX.COM Communications, Inc.

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

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

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

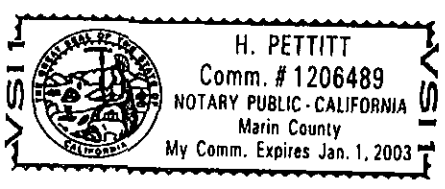
That the facts above set forth are true and correct to the best of his knowledge and that he expects said corporation to be able to prove the same at any hearing hereof.

[Signature]
Signature

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

[Signature]
Signature of official administering oath

My commission expires 11/1999.



PA

20. Federal Telecommunications Act of 1996: State whether the Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

N/A

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

Applicant, nor any person identified in this Application has been convicted of a crime involving fraud or any similar activity.

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

Jeffrey G. Richards, Secretary
MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, CA 94945
(415) 893-7180 (Telephone)
(415) 893-0569 (Facsimile)

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

24. CESSATION: The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: MVX.COM Communications, Inc.

By: 

Title: President & CEO

VERIFICATION

State of California

County of San Mateo : SS.

Edward A. Brinskele, Affiant, being duly sworn according to law, deposes and says that:

He is the President of MVX.COM Communications, Inc.

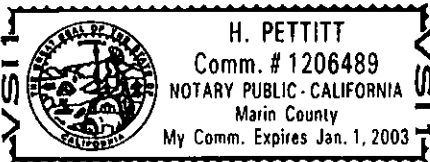
That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct and that he expects said corporation to be able to prove the same at any hearing hereof.

[Handwritten Signature]

Signature of Affiant

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



[Handwritten Signature]

Signature of official administering oath

My commission expires 1/1/2003.

EXHIBITS

Exhibit A Certificate of Authority to Transact Business
Exhibit B Articles of Incorporation
Exhibit C Officers & Directors
Exhibit D Proposed Tariff
Exhibit E Financial Information

Exhibit A

Certificate of Authority to Transact Business

C O M M O N W E A L T H O F P E N N S Y L V A N I A

D E P A R T M E N T O F S T A T E

MAY 28, 1999

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

MVX.COM COMMUNICATIONS, INC.

is duly qualified to do business under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



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

Kim Duggins

Secretary of the Commonwealth

DPOS

Exhibit B

Articles of Incorporation

State of California

2074425

SECRETARY OF STATE



ZPG
RCC

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

FEB 17 1999



Bill Jones

Secretary of State

2074425

**ARTICLES OF INCORPORATION
OF
MVX.COM COMMUNICATIONS, INC.**

ENGROSSED - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

FEB 17 1999

BILL JONES, SECRETARY OF STATE

**I.
NAME**

The name of this Corporation is MVX.COM COMMUNICATIONS, INC.

**II.
PURPOSE**

The purpose of this Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III.
AGENT FOR SERVICE OF PROCESS**

The name and address in the State of California of this Corporation's initial agent for service of process is:

William E. Horwich
Wendel, Rosen, Black & Dean, LLP
1111 Broadway, 24th Floor
Oakland, California 94607

**IV.
CAPITAL STOCK**

This Corporation is authorized to issue only one class of shares of stock, and the total number of shares which this Corporation is authorized to issue is 1,000,000.

**V.
LIABILITY OF DIRECTORS**

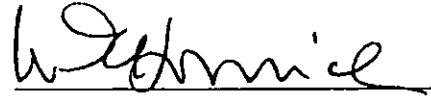
The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

**VI.
INDEMNIFICATION OF AGENTS**

This Corporation is authorized to provide indemnification to its agents (as defined in

Section 317 of the California Corporations Code) through Bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this Corporation and its shareholders. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

Date: February 17, 1999



WILLIAM E. HORWICH, Incorporator

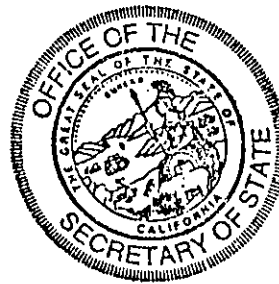


Exhibit C

Officers

Officers

Edward A. Brinskele, President & CEO
Kenneth Holmes, Chief Financial Officer
Jeffrey G. Richards, Secretary
William Horwich, Asst. Secretary

Directors

Edward A. Brinskele
Jeffrey G. Richards
Thomas R. Rice

All Officers and Directors may be reached at:

MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, CA 94945

Exhibit D
Proposed Tariff

LOCAL EXCHANGE SERVICE

MVX.COM COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

NOTES REGARDING THIS ILLUSTRATIVE TARIFF OF MVX.COM
COMMUNICATIONS , INC. ("MVX.COM COMMUNICATIONS")

1. This tariff is for illustrative purposes only and is subject to change.
2. Rates and comprehensive service descriptions cannot be included in this tariff until MVX.COM Communications has completed its interconnection negotiations with the incumbent local exchange carriers.
3. Unless otherwise noted in MVX.COM Communications' application for local service authority, the services contained herein shall be offered, on the terms and conditions stated herein, to consumers throughout the state.

MVX.COM COMMUNICATIONS, INC.

TARIFF P.S.C. No. - TELEPHONE
Section
Original Page 2

LOCAL EXCHANGE SERVICE

CHECK SHEET

ISSUE DATE:

Edward A. Brinskele, President & CEO
MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, CA 94945

EFFECTIVE DATE:

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

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Concurring, Connecting or Other Participating Carriers
Explanation of Symbols and Abbreviations
Application of Tariff

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DEFINITION OF TERMS

Section 2

REGULATIONS

- 2.1 Undertaking of the Company
 - 2.1.1 Scope
 - 2.1.2 Shortage of Equipment or Facilities
 - 2.1.3 Terms and Conditions
 - 2.1.4 Liability of the Company
 - 2.1.5 Notification of Service-Affecting Activities
 - 2.1.6 Provision of Equipment & Facilities
 - 2.1.7 Non-routine Installation
 - 2.1.8 Ownership of Facilities
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- 3.1 Local Exchange Service
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- 6.1 Local Line- Residence

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

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

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

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LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by MVX.COM Communications to customers within the local exchange service area, defined herein.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

- Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.
- Advance Payment: Payment of all or part of a charge required before the start of service.
- Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
- Business Service: A switched network service that provides for dial Station Communications that is described as a business or commercial rate.
- Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.
- Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
- Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.
- Call Pickup: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.
- Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

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SECTION 1 - DEFINITIONS (continued)

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting
Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Call Number Delivery: Identifies the 10-digit number of the calling party.

Call Number
Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: MVX.COM Communications, Inc., a California corporation, which is the issuer of this tariff.

Commission: Pennsylvania Public Utility Commission

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Conference/Three-Way: The User can sequentially call up to two other people and add them together to make up a three-way call.

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

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward
Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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

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SECTION 1 - DEFINITIONS (continued)

Individual Case

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

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

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

Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

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

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SECTION 1 - DEFINITIONS (continued)

- Off-Hook:* The term "off-hook" denotes the active condition of a telephone exchange service line.
- On-Hook:* The term "on-hook" denotes the idle condition of a telephone exchange service line.
- Presubscription-2 (PIC-2):* An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).
- Recurring Charges:* The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- Residence Service:* Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.
- Service Commencement Date:* The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.
- Service Order:* The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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SECTION 1 - DEFINITIONS (continued)

Services:	The Company's telecommunications services offered on the Company's network.
Shared Facilities:	A facility or equipment system subsystem that can be used simultaneously by several Customers.
Speed Call:	Provides a User with the option to call selected directory numbers by dialing a one-two-digit code.
Station:	Telephone equipment from or to which calls are placed.
Trunk:	A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
User:	A customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope:

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania under the terms of this tariff.

The Company is responsible under this tariff only for the services and facilities provided herein, 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

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 the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, 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.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

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

2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

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

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation; failure to operate, maintenance, removal, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

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

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

2.1.4.14

With respect to Emergency Number 911 Service:

(a) This service is offered solely as an aid in handing assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

(b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15

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

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Liability of the Company (continued)

- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

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

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Provisions of Equipment and Facilities

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

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

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

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

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
- (a) the payment of all applicable charges pursuant to this tariff;
 - (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
 - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be born 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 any order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (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 for interruptions in service will be made for the period during which services are interrupted for such purposes.

2.3.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this tariff.

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

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

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

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specific, those charges may be passed on to the Customer.

2.5.1.1 Taxes¹

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

¹ Pending the conclusion of any challenge to a jurisdiction's or other entity's right to impose a gross receipts or other tax or other charge, the Company may elect to impose and collect a surcharge covering such taxes or other charges, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax or charge is found to have been invalid and unenforceable, the Company, credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction or charging entity and returned to the Company.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.1.1.1 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently became applicable retroactively.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in such service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

2.5.2.5 A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules of procedure.

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

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

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

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5 Deposits

2.5.5.1 Applicants for service or any existing Customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable.

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5 Deposits (continued)

2.5.5.4 Deposits held for business customers will accrue interest at a rate equivalent to the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 as reported in the most current Federal Reserve Bulletin monthly publication. Interest is credited to the customer annually, or upon termination of service, or upon return of the deposit by the Company.

Deposits held for residential customers will accrue simple interest at the rate specified by the Public Service Commission and will be credited or paid to the Customer while the Company holds the money. New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to the Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Customer. If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on receipt.

2.5.5.5 Deposits From New or Existing Residential Customers 62 Years of Age or Older

All new residential Customers or Existing residential Customers who are 62 years of age or older shall be exempt from any deposit requirements unless such person's telephone service was terminated for nonpayment during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date the verification of age is requested from any existing Customer, the Company may terminate service unless the Customer pays the required deposit.

Any new residential Customer or existing residential Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5 Deposits (continued)

2.5.5.6 Deposits from New or Existing Residential Customers Receiving Public Assistance.

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon non payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)
2.5.6 Discontinuance of Service (continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if;

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or
- (d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.6 (continued)

2.5.6.6.1 (continued)

(e) Use of Service in such a manner as to interfere with the services of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or

2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

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

2.5.6.8 Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.9 Termination of Residential Service shall not be made until:

- (a) At least 10 days after written notification has been served personally on the Customer, or
- (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer, or
- (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer, or
- (d) A Deferred Payment Agreement has been offered to a Customer
- (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25 day period shall be extended on day for each day beyond the sixth business day when bills are mailed late.
- (f) Termination shall not be made until at least 20 days after written notification has been issued.
- (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.10 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years or age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of termination.

2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the company.

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SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;

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SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service (continued)

2.6.2 Limitations on Allowances (continued)

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 User of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.

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SECTION 2 - REGULATIONS (continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Applications for Service

The following provisions shall apply to all service, except, with respect to residential service, to the extent, if any, inconsistent with Part 633 of the Commission regulations which shall in any event apply to residential service.

2.7.1.1 Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.8 Transfers and Assignments

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

2.9 Notices and Communications

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

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

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, 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.

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

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SECTION 2 - REGULATIONS (continued)

2.10 Flexible Pricing

Changes of currently effective rates that are within the minimum and maximum rates set forth in this tariff may be made on one's notice.

Notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.1.1 Service Area: Where facilities are available, the service area is defined by the following NPA-NXX:

<u>NPA-NXX</u>	<u>Exchange</u>
----------------	-----------------

3.1.1.1 Local Calling Areas: Exchanges and zones included in the local calling area for the NXX designation are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

<u>NXX</u>	<u>Exchange or Zone</u>
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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing
Hunt Groups

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line (continued)

3.1.2.2 Optional Features: A local Business Customer may order the following optional features. At the rates specified in Section 7. Residential rates are set forth in Section 6 following.

- Call Forwarding
- Call Pick-up
- Call Transfer
- Call Waiting
- Code Restrictions
- Three-Way calling (conference calling)
- Six-Way calling (conference calling)
- Caller ID
- Voice Mail

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 7.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line (continued)

3.1.2.3 Local Line Rates and Charges (continued)

3.1.2.3.1 Non-Recurring Charges

	<u>Minimum</u>	<u>Maximum</u>
Line Connection Charge (per line)	\$0.00	\$75.00
Account Setup (per account)	\$0.00	\$56.00
Account Changes Moves, Changes, Additions (per change)	\$0.00	\$60.00
Account changes (per billing record change)	\$0.00	\$50.00
PIC-2 Change (per line)	\$0.00	\$ 5.00
Line Restoral Charge	\$0.00	\$80.00

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge	\$0.00	\$85.00
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(Applies for line restoral after Customer-initiated suspension.)

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.3 Usage Rates: All Local Exchange Service Customers must order service on a per minute or unlimited monthly usage basis. For Customers who elect the per minute usage option, the rates specified below will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

3.1.3.1 Per Minute Usage Rate: The following rates will be applied on a per minute basis:

<u>1st Minute</u>	<u>Additional Minutes</u>
\$0.04	\$0.015

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.4.2 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are rounded up to the next six second increment.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hands up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.1.4.2.1 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

All times refer to local time.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as follows:

Per Call	See Rate Schedule Attachment
----------	------------------------------

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls completed with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Operator Assistance (continued)

3.3.1 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.3.1.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.1.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.3.1.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

3.3.1.3.1 The operator verifies that the line is busy with a call in progress.

3.3.1.3.2 The operator verifies that the line is available for incoming calls.

3.3.1.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption, charges are set forth in Section 7.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

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

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

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of the Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8.

3.4.5.3 Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 7.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

- 3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 7.
- 3.4.5.5 *Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.*
- 3.4.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listings: A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 7.
- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are set forth in rate schedule attachments.

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SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 7 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may be assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 7.
- 3.8 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider(s) to complete such calls.

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SECTION 4 - PROMOTIONAL OFFERINGS

- 4.1 Promotional Offerings: The Company, from time to time, may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

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SECTION 5 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS

- 5.1 Individual Case Base (ICB) Arrangements: Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to MVX.COM Communications, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING

6.1 Local Line - Residence:

Local Line - Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the services specified in Section 3.1.

6.1.1 Definition of Terms:

6.1.1.1 Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING

6.1 Local Line - Residence (continued)

6.1.2.1 Life Line Service: Applies reduced monthly recurring rates (as set forth in 7, following) for qualifying MVX.COM Communications Access Local Line - Residence service Customers. The basic Life Line monthly rate includes Local Line - Residential measured service, as described in Section 6.1.2 preceding. The Interstate Line Charge will be waived for Life Line customers. For connection of new service, Non-Recurring service charges will apply. To qualify for Life Line services a subscriber must be certified as income eligible for benefits under the Home Energy Assistance Program (HEAP) or from at least one of the following Entitlement Programs administered by the Commonwealth Department of Social Services:

- Aid to Families with Dependent Children (ADC)
- Food Stamps
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact, the customer is sent an application form to be completed by the Customer or his authorized representative, as designated by the Commonwealth Department of Social Services and identified as so authorized on the Customer's card for any of the above benefits.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING

6.1 Local Line - Residence (continued)

6.1.2 Local Line - Residence Service Plans (continued)

6.1.2.1 Life Line Service (continued)

In addition, applicants are eligible for discounted Life Line rates when approved to receive either a Veterans Disability Pension or Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

The Life Line services are effective upon receipt of a completed and signed form, including a pre-printed reply form as specified below or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to, confidential computerized matching programs, conducted by the Company in conjunction with the Commonwealth Department of Social Services.

The Company will upon learning from Commonwealth Department of Social Services that a Customer is eligible for Life Line but is not currently enrolled in the program, and after providing a period of 30 days from the date the customer was notified of eligibility for the program for the Customer to decline enrollment, convert the Customer's service to Life Line reduced rate service without a signed application. The Life Line services are effective as of the date 30 days from the date of the notice.

Applicants who are not identified as current customers, according to a confidential computer matching program conducted with Commonwealth Department of Social Services may enroll by submitting a pre-printed reply form, approved by the Company and Commonwealth Department of Social Services, that shows current eligibility information. For new Customers, the Life Line discount is credited as of the service connection date.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING

6.1 Local Line - Residence (continued)

6.1.2 Local Line - Residence Service Plans (continued)

6.1.2.1 Life Line Service (continued)

The Company, in coordination with Commonwealth Department of Social Services, will review eligibility status monthly. If, after verification, a Customer is identified as being ineligible, after four consecutive monthly matches when verification is by computerized matching programs, proof of eligibility within thirty days. Upon failure to provide proof to the Company within the specified time period, the Customer's service will be switched to comparable service at full rate. Basic Life Line service will be switched to measured rate service. There will be no charge for a change in service.

Eligibility Information learned from Commonwealth Department of Social Services in a computerized matching program is confidential, and will not be used for any other purpose than the administration of Life Line Service.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING (continued)

6.1 Local Line - Residence (continued)

6.1.3 Rates and Charges (continued)

6.1.3.4 Directory Assistance: The rates in Section 7 will apply.

6.1.3.5 Operator Assistance: The rates in Section 7 will apply.

6.1.3.6 Directory Listings: The rates in Section 7 will apply.

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SECTION 6 - RESIDENTIAL SERVICE OFFERING (continued)

6.1 Local Line - Residence (continued)

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

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SECTION 7 - RATES

BUSINESS RATE SCHEDULE

Local Line - Business

Non-Recurring Charges

	Rate
Line Connection Charge (per Line, ANI)	\$ 0.00
Account Changes Moves, Changes, Additions (per change)	\$ 0.00
Account Changes (per billing record change)	\$ 0.00
PIC-2 Change (per line)	\$ 0.00
Line Restoral Charge	\$ 0.00
Suspension of Service Restoral Charge	\$ 0.00
Service Call, per visit (trouble visit)	\$ 0.00
Premise Visit, per service conversion	\$ 0.00

Recurring Charges

	Rate
Local Line Charge (per Line, ANI)	\$ 0.00
Account Changes Moves, Changes, Additions (per change)	\$ 0.00
Account Changes (per billing record change)	\$ 0.00
PIC-2 Change (per line)	\$ 0.00
Line Restoral Charge	\$ 0.00
Suspension of Service Restoral Charge	\$ 0.00
Service Call, per visit (trouble visit)	\$ 0.00
Premise Visit, per service conversion	\$ 0.00

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LOCAL EXCHANGE SERVICE

SECTION 7 - RATES (Continued)

BUSINESS RATE SCHEDULE (continued)

Local Line - Business (continued)

Optional Features

	Monthly Non Recurring Rate	- Monthly Recurring Rate
Call Forwarding	\$ 0.00	\$ 0.00
Call Pick-up	\$ 0.00	\$ 0.00
Call Transfer	\$ 0.00	\$ 0.00
Call Waiting	\$ 0.00	\$ 0.00
Code Restriction	\$ 0.00	\$ 0.00
Three-Way Calling	\$ 0.00	\$ 0.00
Six-Way Calling	\$ 0.00	\$ 0.00
Caller ID	\$ 0.00	\$ 0.00
Project Account Codes (verified)	\$ 0.00	\$ 0.00
Project Account Codes (non-verified)	\$ 0.00	\$ 0.00
Voice Mail	\$ 0.00	\$ 0.00

Usage Rates (per minute of use)

	Day	Non-Day
Option 1	\$ 0.00	\$ 0.00
Option 2	\$ 0.00	\$ 0.00
Option 3	\$ 0.00	\$ 0.00

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
MVX.COM Communications, Inc.
100 Rowland Way, Suite 145
Novato, CA 94945

LOCAL EXCHANGE SERVICE

SECTION 7 - RATES (Continued)

BUSINESS RATE SCHEDULE (continued)

Local Line - Business (continued)

800 Usage Rates

	Day	Non-Day
Option 1	\$.00	\$.00
Option 2	\$.00	\$.00
Option 3	\$.00	\$.00

800 Service

	Non-Recurring	Monthly Recurring
Inbound Day of Week Routing	\$ 0.00	\$ 0.00
Inbound Time of Day Routing	\$ 0.00	\$ 0.00
Inbound Holiday Routing	\$ 0.00	\$ 0.00
Inbound Alternate Call Routing	\$ 0.00	\$ 0.00
Inbound Directory Assistance Setup	\$ 0.00	\$ 0.00
Inbound Directory Assistance Cancel Charge	\$ 0.00	\$ 0.00
Inbound Percent Allocation Routing	\$ 0.00	\$ 0.00

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

LOCAL EXCHANGE SERVICE

SECTION 7 - RATES (Continued)

BUSINESS SERVICE OFFERING (continued)

Local Line - Business (continued)

Surcharges

	Per Call
Directory Assistance	\$ 0.00
Operator Assistance	
Third Number Billing	
Collect Calling	\$ 0.00
Person to Person	\$ 0.00
Station to Station	\$ 0.00
General Assistance	\$ 0.00
Busy Line Verification	\$ 0.00
Busy Line Interrupt	\$ 0.00
Directory Listings	
Recurring Charges	
Additional Listing (Per Listing)	\$ 0.00
Non-Listed Number (Per Number)	\$ 0.00
Non-Published Number (Per Number)	\$ 0.00
Alternate Listing	\$ 0.00
Reference Listing	\$ 0.00
Vanity Telephone Numbers	
Non-Recurring Charge (Per Number Assigned)	\$ 0.00
Monthly Recurring Charge (Per Number Assigned)	\$ 0.00

SECTION 7 - RATES (Continued)

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

LOCAL EXCHANGE SERVICE

RESIDENTIAL SERVICE OFFERING

Local Line - Residential

Non-Recurring Charges

	Rate
Line Connection Charge (per Line, ANI)	\$ 0.00
Account Changes Moves, Changes, Additions (per change)	\$ 0.00
Account Changes (per billing record change)	\$ 0.00
PIC-2 Change (per line)	\$ 0.00
Line Restoral Charge	\$ 0.00
Suspension of Service Restoral Charge	\$ 0.00
Service Call, per visit (trouble visit)	\$ 0.00
Premise Visit, (service (conversion) per visit)	\$ 0.00

Recurring Charges

	Rate
Local Line - Line Charge (per line)	\$ 0.00
Account Changes Moves, Changes, Additions (per change)	\$ 0.00
Account Changes (per billing record change)	\$ 0.00
PIC-2 Change (per line)	\$ 0.00
Line Restoral Charge	\$ 0.00
Suspension of Service Restoral Charge	\$ 0.00
Service Call, per visit (trouble visit)	\$ 0.00
Premise Visit, (service (conversion) per visit)	\$ 0.00

SECTION 7 - RATES (Continued)

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

LOCAL EXCHANGE SERVICE

RESIDENTIAL RATE SCHEDULE (continued)

Local Line - Residential (continued)

Optional Features

	Non-Recurring Rate	Recurring Rate
Call Forwarding	\$ 0.00	\$ 0.00
Call Pick-up	\$ 0.00	\$ 0.00
Call Transfer	\$ 0.00	\$ 0.00
Call Waiting	\$ 0.00	\$ 0.00
Code Restriction	\$ 0.00	\$ 0.00
Three-Way Calling	\$ 0.00	\$ 0.00
Six-Way Calling	\$ 0.00	\$ 0.00
Caller ID	\$ 0.00	\$ 0.00
Project Account Codes (verified)	\$ 0.00	\$ 0.00
Project Account Codes (non-verified)	\$ 0.00	\$ 0.00
Voice Mail	\$ 0.00	\$ 0.00

Usage Rates (per minute of use)

	Day	Non-Day
Option 1	\$ 0.00	\$ 0.00
Option 2	\$ 0.00	\$ 0.00
Option 3	\$ 0.00	\$ 0.00

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

LOCAL EXCHANGE SERVICE

SECTION 7 - RATES (Continued)

RESIDENTIAL RATE SCHEDULE (continued)

Local Line - Residential (continued)

800 Usage Rates

	Day	Non-Day
Option 1	\$ 0.00	\$ 0.00
Option 2	\$ 0.00	\$ 0.00
Option 3	\$ 0.00	\$ 0.00

800 Service

	Non-Recurring	Monthly Recurring
Inbound Day of Week Routing	\$ 0.00	\$ 0.00
Inbound Time of Day Routing	\$ 0.00	\$ 0.00
Inbound Holiday Routing	\$ 0.00	\$ 0.00
Inbound Alternate Call Routing	\$ 0.00	\$ 0.00
Inbound Directory Assistance Setup	\$ 0.00	\$ 0.00
Inbound Directory Assistance Cancel Charge	\$ 0.00	\$ 0.00
Inbound Percent Allocation Routing	\$ 0.00	\$ 0.00

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

LOCAL EXCHANGE SERVICE

SECTION 7 - RATES (Continued)

RESIDENTIAL SERVICE OFFERING (continued)

Local Line - Residential (continued)
 Surcharges

	Per Call
Directory Assistance	\$ 0.00
Operator Assistance	
Third Number Billing	
Collect Calling	\$ 0.00
Person to Person	\$ 0.00
Station to Station	\$ 0.00
General Assistance	\$ 0.00
Busy Line Verification	\$ 0.00
Busy Line Interrupt	\$ 0.00

	Rate
Directory Listings	
Recurring Charges	
Additional Listing (Per Listing)	\$ 0.00
Non-Listed Number (Per Number)	\$ 0.00
Non-Published Number (Per Number)	\$ 0.00
Alternate Listing	\$ 0.00
Reference Listing	\$ 0.00
Vanity Telephone Numbers	
Non-Recurring Charge (Per Number Assigned)	\$ 0.00
Monthly Recurring Charge (Per Number Assigned)	\$ 0.00

ISSUE DATE:

EFFECTIVE DATE:

Edward A. Brinskele, President & CEO
 MVX.COM Communications, Inc.
 100 Rowland Way, Suite 145
 Novato, CA 94945

Exhibit E

TENTATIVE OPERATING BALANCE SHEET &
PROJECTED INCOME STATEMENT

Since the Company is a reseller of local exchange services, the Company will not be employing assets in the State of Pennsylvania, therefore, the balance sheet is not applicable.

Projected intrastate revenue \$1,000


Projected intrastate expense \$ 800

Projected intrastate income \$ 200

DATE: October 19, 1999

SUBJECT: A-310872

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Application of MVX.COM Communications, Inc.

We attach hereto a copy of the Application of MVX.COM Communications, Inc., for approval to provide telecommunication services as a(n) Reseller of Local Exchange Services Carrier to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application expired on September 25, 1999.

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

jly

Attachment

**DOCUMENT
FOLDER**

DOCKETED
OCT 19 1999

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

IN REPLY PLEASE
REFER TO OUR FILE

October 19, 1999

A-310872

LANCE J M STEINHART ATTORNEY
6455 EAST JOHNS CROSSING
SUITE 285
DULUTH GA 30097

Dear Mr. Steinhart:

Please be advised that the Application of MVX.COM Communications, Inc. to provide telecommunications services as a Reseller of Local Exchange Services Carrier to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

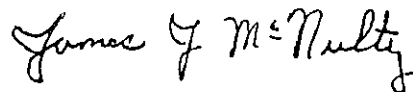
The protest period for this application expired on September 25, 1999.

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

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

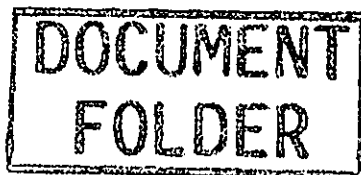
Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:jiy



PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

MVX COMMUNICATIONS
100 ROWLAND WAY STE 145
NOVATO, CA 94945

DATE 10/29/99
RECEIPT # 196311

Application fees for MVX.COM COMMUNICATIONS INC

Docket Number A-310872..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 20727
CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCKETED
NOV 2 1999

**DOCUMENT
FOLDER**

SECRETARY'S BUREAU
RECEIVED

99 NOV - 1 AM 11:52

084095

SRB