

ORIGINAL



Judith A. Riley, J.D.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

August 30, 2006

Overnight Delivery

A-311414

RECEIVED

AUG 30 2006

Secretary
PA Public Utility Commission
Commonwealth Keystone Building
Second Floor - Room N201
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Application Form of Network Innovations, Inc., for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania

Enclosed please find an original and three (3) copies of Network Innovations, Inc.'s application for Approval of Authority. Also enclosed is a check in the amount of \$250.00 for the required filing fee.

Please date stamp the extra transmittal letter enclosed for this purpose and return it in the postage paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 Ex. 24.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Collier", written over a white background.

Chris Collier
Regulatory Consultant

DOCUMENT
FOLDER

Enclosure

49

ORIGINAL

A-311414

Application of:

Network Innovations, Inc. for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. IDENTITY OF THE APPLICANT:

Network Innovations, Inc
1246 West George Street
Chicago, IL 60657
773-529-6300 Office
773-529-2287 Facsimile

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AUG 30 2006

2. ATTORNEY:

Judith A. Riley
2912 Lakeside Drive
Oklahoma City, OK 73120
405-755-8177 Office
405-755-8377 Facsimile

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER

3. CONTACTS:

A) APPLICATION:

Judith A. Riley
2912 Lakeside Drive
Oklahoma City, OK 73120
405-755-8177 Office
405-755-8377 Facsimile

B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):

Rick Stern
1246 West George Street
Chicago, IL 60657
773-529-6300
info@nitelecom.com

C) RESOLVING COMPLAINTS:

Rick Stern
1246 West George Street
Chicago, IL 60657
866-892-0915
info@nitelecom.com

DOCKETED

SEP 19 2006

4. **FICTITIOUS NAME: Not Applicable**
5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

The Applicant is a sole proprietor.

The Applicant is a:

Domestic corporation (15 Pa. C.S. §1306)

*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)

Registered office – CT Corp, Philadelphia, PA 19102

Attach proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization. **Exhibit A**

The Applicant is incorporated in the State of Illinois.

Give name and address of officers: **Exhibit B**

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA: Not Applicable**
7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: Not Applicable**
8. **APPLICANT'S PRESENT OPERATIONS: Not Applicable**
9. **APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as:**
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
10. **PROPOSED SERVICES: Private Line and Internet Access**
11. **SERVICE AREA: Statewide**
12. **MARKET: Business Customers**
13. **PROPOSED TARIFF(S): Exhibit C**
14. **FINANCIAL: Exhibit D**
15. **START DATE: Upon Certification**

16. **FURTHER DEVELOPMENTS:** Not Applicable

17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate

555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate

Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General

Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

Certificate of Mailing – Exhibit E

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** Not Applicable

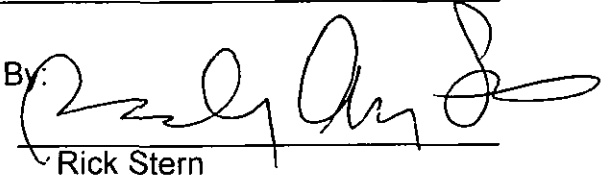
19. **COMPLIANCE:** Not Applicable

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) 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.
21. **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:

Network Innovations, Inc.

By:


Rick Stern

Title:

CEO

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SECRETARY'S BUREAU

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

State of IL

County of COOK

:
:
ss.
:

Rick Stern, being duly [sworn/affirmed] according to law, deposes and says that:

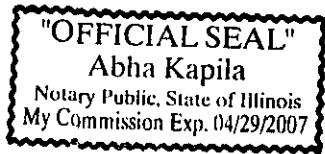
Affiant is the CEO of Network Innovations, Inc. That Affiant is authorized to and does make this affidavit for said corporation;

That Network Innovations, Inc. the Applicant herein, acknowledges that [he/she/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 Network Innovations, Inc. the Applicant herein, asserts that Rick Stern 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.


Signature of Affiant

Sworn and subscribed before me this 28 day of April 2006
Month Year



Abha Kapila
Signature of official administering oath

My Commission expires 4-29-2007

23. §1.36 Verification.

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AUG 30 2006

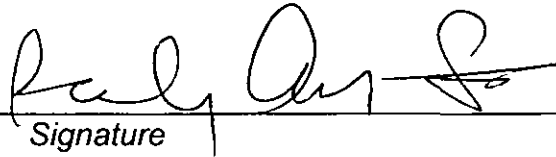
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Verification

I, Rick Stern, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

4/28/06

Date



Signature

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JUN 20 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ARTICLES OF INCORPORATION

CERTIFICATE OF AUTHORITY

RECEIVED

AUG 30 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

0011098211

9109/0147 08 001 Page 1 of 3

2001-11-21 14:23:56

Cook County Recorder 25.50

File Number 6189-078-5



0011098211

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
NETWORK INNOVATIONS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.


Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 26TH day of OCTOBER A.D. 2001 and of the Independence of the United States the two hundred and 26TH



Jesse White

Secretary of State

Form BCA-2.10 (Rev. Jan. 1999) Jesse White Secretary of State Department of Business Services Springfield, IL 62756 http://www.sos.state.il.us Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."	This space for use by Secretary of State <div style="border: 1px solid black; padding: 2px; display: inline-block;">Filed 10/26/2001</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Jesse White Secretary of State</div>  61890785 CP0645978	<div style="border: 2px solid black; padding: 5px; text-align: center; font-weight: bold;">SUBMIT IN DUPLICATE!</div> This space for use by Secretary of State Date <div style="border: 1px solid black; padding: 2px; display: inline-block;">Filed 10/26/2001</div> Franchise Tax \$ 25.00 Filing Fee \$ 75.00 Approved: Total 100.00 BE
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1. CORPORATE NAME: NETWORK INNOVATIONS, INC. CF

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: John S. Sawin
First Name Middle Initial Last name

Initial Registered Office: 100 N. LaSalle 1910
Number Street Suite #
Chicago IL Cook 60602
City County Zip Code

3. Purpose or purposes for which the corporation is organized: 44
 (If not sufficient space to cover this point, add one or more sheets of this size.)
 The transaction of any of all lawful purposes for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received.

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ NPV	10,000	1,000	\$100.00
				TOTAL = \$100.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 4 2001
 (Month & Day) Year

Signature and Name	Address
1. <u>[Signature]</u> John S. Sawin (Type or Print Name)	1. 100 N. LaSalle, Suite 1910 Street Chicago IL 60602 City/Town State ZIP Code
2. _____ Signature (Type or Print Name)	2. _____ Street City/Town State ZIP Code
3. _____ Signature (Type or Print Name)	3. _____ Street City/Town State ZIP Code

(Signatures must be in BLACK INK on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.DOS.STATE.PA.US/CORPS

Network Innovations, 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, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.DOS.STATE.PA.US/CORPS OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 569158

CT Corporation System
100 Pine Street, Suite 325
Harrisburg, PA 17101

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Certificate of Authority
(15 Pa.C.S.)

Entity Number

- Foreign Business Corporation (§ 4124)
 Foreign Nonprofit Corporation (§ 6124)

Name _____
Address **CT CORP-COUNTER**
City _____ State _____ Zip Code _____

Document will be returned to the name and address you enter to the left.

Fee: \$250

Filed in the Department of State on _____

Secretary of the Commonwealth

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

1. The name of the corporation is:
Network Innovations, Inc.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:

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:34-311 (Application for Registration of Fictitious Name).

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

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

3701 N Ravenswood Ave, Suite 249, Chicago, Illinois 60613
Number and street City State Zip



PA 0218 - (10/18/04) Filing Charge Guide
2006 DEC 27 PM 4:18

DSCB:15-4124/6124-2

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) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider
c/o: C T CORPORATION SYSTEM

County
Philadelphia

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 Certificate of Authority to be signed by a duly authorized officer thereof this

19 day of December

2005.

Network Innovations, Inc.

Name of Corporation
Rick Alan Stern

Signature

Rick Alan Stern, President

Title

EXHIBIT B
OFFICER INFORMATION

Business Address
1246 West George Street
Chicago, IL 60657
(773) 529-6300 Office
(773) 529-2287 Facsimile

Ronald Grason, COO
1924 West Wellington Ave
Chicago, IL 60657

Rick Stern, CEO
624 Orchard Pond Drive
Lake Zurich, IL 60047

EXHIBIT C
PROPOSED CAP TARIFF

NETWORK INNOVATIONS, INC.
REGULATIONS AND SCHEDULE OF CHARGES
Applicable to
COMPETITIVE ACCESS PROVIDER SERVICES

Provided by
Network Innovations, Inc.
1246 West George Street
Chicago, IL 60657

IN
The Commonwealth of Pennsylvania

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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20	Original
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23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

* = New/Revised this Issue

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

SYMBOLS

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

- (C) All other Changes
- (D) Change Resulting in a Decrease to a Customer's Bill
- (I) Change Resulting in an Increase to a Customer's Bill

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

4

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

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By: Network Innovations, Inc.
 Rick Stern, CEO
 1246 West George Street
 Chicago, IL 60657

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By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – The Pennsylvania Public Utility Commission.

Commonwealth – Pennsylvania

Company or Carrier – Network Innovations, Inc. unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.1 Definitions** (Cont'd)

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

Issued:**Effective:**

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

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

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

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

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1246 West George Street, Chicago, IL 60657.

Issued:

Effective:

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

2.1.4 **SECTION 2 - RULES AND REGULATIONS** (Cont'd)

2.2 **Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Limitations of Liability (Cont'd)**

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
 - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
 - 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
 - 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
 - 2.3.4.K Any noncompleted Calls due to network busy conditions; and
 - 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against 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 or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

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

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

- 2.5.3.A No credit allowance will be made for any interruption of service:
 - 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
 - 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.6.1.E Customer non-compliance with Commission regulations;
- 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
- 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.6.2.C Customer tampering with the Company's equipment or service;
- 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

- 2.6.3 Customer notification of termination of service will conform to the requirements of PA. ADMIN. CODE §64.72.
- 2.6.4 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges in accordance with 52 PA Code 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company in accordance with 52 PA Code 64.
- 2.8.3 Interest on deposits will accrue at the rate of 6% per annum or the rate of the average of 1-year US Treasury bill for the months of September, October and November of the previous year.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Advance Payments

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA, 17105-3265, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints.

2.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange telecommunications service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established and ends when either party terminates the connection.
- 3.1.2 No charges apply if a connection is not established.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection. Any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 Minimum Call Completion Rate

The Customer can expect a Call completion rate of at least ninety percent (90%) of all Calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Local Exchange Service Offerings

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

3.5.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Miscellaneous Services

3.6.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.6.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.8 Individual Case Basis Arrangements ("ICB")

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

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SECTION 4 - RATES AND CHARGES**3.9 Service Offerings****3.9.1 Leased Line Service – Nonrecurring Installation Charges**

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$550.00	\$550.00	\$500.00	\$475

Note: The foregoing rates represent a one time installation charge associated with the Service.

3.9.2 Leased Line Service – Base Rates for Recurring Charges

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Service Offerings (Cont'd)

3.9.3 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

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SECTION 4 - RATES AND CHARGES (Cont'd)**3.10 Miscellaneous Services****3.10.1 Order Change**

Per Change: \$40.00

3.10.2 Bad Check Charge

Per Check: \$25.00

3.10.3 Reconnection

Per Reconnection: \$6.00

3.11 Maintenance Visit Charges**Mon-Sat, 8 am-5 pm:**

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

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EXHIBIT D
COMPANY FINANCIALS

Network Innovations, Inc.
Balance Sheet
 As of November 15, 2005

	<u>Nov 15, 05</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash	
101 · Cash - Primary	590,105.87
102 · Cash - R. Stern	121,051.88
103 · Cash - R. Grason	142,295.00
Total 100 · Cash	<u>853,452.75</u>
Total Checking/Savings	853,452.75
Accounts Receivable	
200 · Accounts Receivable	400,978.36
Total Accounts Receivable	<u>400,978.36</u>
Other Current Assets	
110 · Undeposited Funds	2,398.20
Total Other Current Assets	<u>2,398.20</u>
Total Current Assets	1,256,829.31
Fixed Assets	
250 · Fixed Assets	
251 · Furniture & Fixtures	9,550.97
252 · Office Equipment	5,335.00
253 · Computer Equipment	21,812.80
260 · Automobile	73,556.14
290 · Accumulated Depreciation	-88,930.73
Total 250 · Fixed Assets	<u>21,324.18</u>
Total Fixed Assets	21,324.18
Other Assets	
350 · Other Assets	
351 · Other Asset - Per Milan	48,467.04
Total 350 · Other Assets	<u>48,467.04</u>
Total Other Assets	<u>48,467.04</u>
TOTAL ASSETS	<u><u>1,326,620.53</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
410 · Accounts Payable	28,662.01
Total Accounts Payable	<u>28,662.01</u>
Credit Cards	
420 · American Express	170,588.23
425 · Visa	1,153.15
Total Credit Cards	<u>171,741.38</u>
Other Current Liabilities	
430 · Unearned Revenue / Deposit	17,560.00
440 · Payroll Taxes Liabilities	
441 · FED / FICA Payable	8,448.00
Total 440 · Payroll Taxes Liabilities	<u>8,448.00</u>
450 · Telecom Taxes Payable	111,038.62
460 · Carrier Taxes Payable	-15,213.94
Total Other Current Liabilities	<u>121,832.68</u>
Total Current Liabilities	322,236.07
Long Term Liabilities	
480 · Long-Term Liabilities	

1:26 PM
11/15/05
Accrual Basis

Network Innovations, Inc.
Balance Sheet
As of November 15, 2005

	<u>Nov 15, 05</u>
482 · Accrued SEP Contribution	10,000.00
490 · Durango Payable	25,789.39
Total 480 · Long-Term Liabilities	<u>35,789.39</u>
Total Long Term Liabilities	<u>35,789.39</u>
Total Liabilities	358,025.46
Equity	
500 · Equity	
501 · Common Stock	1,000.00
505 · Equity - R. Stern	271,352.20
506 · Equity - R. Grason	240,654.00
507 · Draw - R. Stern	-367,413.00
508 · Draw - R. Stern - Expenses	-63,545.99
509 · Draw - R. Grason	-250,654.00
510 · Draw - R. Grason - Expenses	-57,000.00
500 · Equity - Other	138,786.12
Total 500 · Equity	<u>-86,820.67</u>
558 · Retained Earnings	54,428.33
Net Income	1,000,987.41
Total Equity	<u>968,595.07</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,326,620.53</u></u>

Network Innovations, Inc.
Income Statement
 January 1 through November 15, 2005

	Jan 1 - Nov 15, 05	% of Income
Ordinary Income/Expense		
Income		
600 · Income		
601 · Resell Revenue - MRR	1,766,828.57	60.8%
602 · Resell Revenue - Voice MRR	2,362.31	0.1%
603 · Resell Revenue - NRR	101,806.33	3.5%
604 · Resell Revenue - ProvMo MRR	14,998.72	0.5%
605 · Agency Commission Revenue	907,372.93	31.2%
606 · Equipment Revenue	48,937.65	1.7%
607 · Other Income	62,766.21	2.2%
Total 600 · Income	2,905,072.72	100.0%
Total Income	2,905,072.72	100.0%
Cost of Goods Sold		
700 · Cost of Operations		
701 · Provider Charges - MRC	973,076.51	33.5%
702 · Provider Charges - Voice MRC	673.90	0.0%
703 · Provider Charges - NRC	19,745.25	0.7%
704 · Provider Charges - Other	449.24	0.0%
710 · Agent Commissions - Residual	272,689.09	9.4%
711 · Agent Commissions - 1x	40,716.47	1.4%
715 · Resell Equipment & Labor	42,929.92	1.5%
716 · Resell Equipment Freight	1,017.29	0.0%
Total 700 · Cost of Operations	1,351,297.67	46.5%
Total COGS	1,351,297.67	46.5%
Gross Profit	1,553,775.05	53.5%
Expense		
800 · Expenses		
801 · Employee Salaries	174,508.05	6.0%
802 · A Plus Benefits	3,922.22	0.1%
803 · FICA - Employer's Share	15,649.15	0.5%
804 · State Unemployment Tax (SUTA)	8,996.09	0.3%
805 · Federal Unemployment Tax (FUTA)	517.97	0.0%
806 · Workers Compensation	504.59	0.0%
807 · Income Tax - Federal	76,774.00	2.6%
808 · Income Tax - State	16,041.00	0.6%
809 · Klotron	2,569.00	0.1%
810 · Depend-A-Bill	14,032.99	0.5%
811 · Credit Check	260.58	0.0%
812 · Advertising & Marketing	19,860.45	0.7%
813 · Business Meeting	7,090.48	0.2%
814 · Team Meeting	1,208.93	0.0%
815 · Sales Team Incentives	1,078.62	0.0%
816 · Seminars & Education	739.99	0.0%
818 · Dues & Subscriptions	920.00	0.0%
819 · Supplies & Office	15,214.07	0.5%
820 · Computer Supplies	882.55	0.0%
821 · Computer Software	8,142.60	0.3%
822 · Postage & Courier Fees	1,108.45	0.0%
823 · Printing & Stationery	1,198.18	0.0%
825 · Job Ads	739.00	0.0%
826 · Resume Search	400.00	0.0%
830 · Professional Services		
83001 · Accounting	8,575.00	0.3%
83002 · Computer & Phone Network	21,548.87	0.7%
83003 · Legal	4,915.00	0.2%
83004 · Other	3,300.00	0.1%
Total 830 · Professional Services	38,338.87	1.3%
840 · Rent	19,927.21	0.7%
841 · Telephone	9,088.31	0.3%
842 · Cellular Phone	6,979.92	0.2%
843 · Utilities - Gas	629.90	0.0%

1:30 PM
 11/15/05
 Accrual Basis

Network Innovations, Inc.
Income Statement
 January 1 through November 15, 2005

	<u>Jan 1 - Nov 15, 05</u>	<u>% of Income</u>
844 · Utilities - Electric	2,274.71	0.1%
847 · Janitorial Expense	749.90	0.0%
848 · Repair & Maintenance	1,014.00	0.0%
849 · Moving & Relocation Expenses	23,550.00	0.8%
850 · Internet	791.07	0.0%
851 · Web Hosting	583.85	0.0%
852 · Domain Registration	85.00	0.0%
859 · Credit Card Fees	114.95	0.0%
860 · Bank Charges	1,599.27	0.1%
861 · Licenses & Fees	267.99	0.0%
864 · Interest Expense	70.28	0.0%
865 · Corporate Taxes	1,000.00	0.0%
870 · Business Insurance	300.00	0.0%
871 · Group Health Insurance	17,107.57	0.6%
872 · Group Life Insurance	747.60	0.0%
873 · Auto Insurance	720.60	0.0%
881 · SEP Contribution	16,665.00	0.6%
882 · Hotel & Travel Expense	15,439.82	0.5%
883 · Food & Entertainment	6,726.02	0.2%
884 · Automobile	5,366.54	0.2%
885 · Cab & Parking Expense	581.00	0.0%
886 · Gas & Fuel Expense	3,257.97	0.1%
888 · Gifts & Contributions	150.00	0.0%
889 · ProVision	7,551.18	0.3%
Total 800 · Expenses	<u>554,037.49</u>	<u>19.1%</u>
Total Expense	<u>554,037.49</u>	<u>19.1%</u>
Net Ordinary Income	999,737.56	34.4%
Other Income/Expense		
Other Income		
900 · Other Income	3,581.84	0.1%
920 · Interest Income	574.01	0.0%
Total Other Income	<u>4,155.85</u>	<u>0.1%</u>
Other Expense		
950 · Miscellaneous Expenses	2,666.00	0.1%
960 · Penalties	240.00	0.0%
Total Other Expense	<u>2,906.00</u>	<u>0.1%</u>
Net Other Income	<u>1,249.85</u>	<u>0.0%</u>
Net Income	<u><u>1,000,987.41</u></u>	<u><u>34.5%</u></u>

EXHIBIT E
CERTIFICATE OF SERVICE


CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing Application for a Certificate of Public Convenience and Necessity to Provide Intrastate Toll Telecommunications Services within the State of Pennsylvania was sent by First-Class Mail, postage prepaid, to each of the following:

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

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

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



Chris Collier

DATE: September 19, 2006
SUBJECT: A-311414
TO: Bureau of Fixed Utility Services
FROM: James J. McNulty, Secretary *ddt*

DOCUMENT
FOLDER

Application of Network Innovations, Inc.

We attach hereto a copy of the Application of Network Innovations, Inc, for approval to provide telecommunications services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

This matter is assigned to your Bureau for appropriate action and to schedule it for consideration by the Commission at Public Meeting.

Please note that this application was originally filed on June 20, 2006. The applicant failed to file a tariff, and the application was returned as unfiled by Secretarial letter on August 17, 2006. The August 30, 2006 refiled application has been given the same docket number, as per Secretary's Bureau policy. Therefore, the application will not appear on case tracking as a 'New Case'.

ddt

Attachments

DOCKETED

SEP 19 2006

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

IN REPLY PLEASE
REFER TO OUR FILE

September 19, 2006

A-311414

JUDITH A RILEY
2912 LAKESIDE DRIVE
OKLAHOMA CITY OK 73120

DOCUMENT
FOLDER

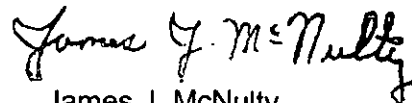
Dear Ms. Riley:

Please be advised that the Application of Network Innovations, Inc., for approval to provide telecommunications services as a Competitive Access Provider 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.

This matter is being referred to the Bureau of Fixed Utility Services for analysis and to schedule it for consideration by the Commission at Public Meeting.

Please be advised that Network Innovations, Inc, now has provisional authority to provide certain telecommunications services in Pennsylvania. However, this provisional authority may be revoked if, upon further Commission review, the application is found to contain deficiencies.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

cc: Bureau of Fixed Utility Services

DOCKETED
SEP 19 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE: 9/21/2006
RECEIPT NO: 204958

CHRIS COLLIER
TELECOM PROFESSIONALS, INC.
2912 LAKESIDE DRIVE
OKLAHOMA CITY OK 73120

IN RE: Application fees for NETWORK INNOVATIONS, INC.

Docket Number A-311414..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 2959
CHECK AMOUNT: \$250.00

Michael Sobolesky
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
SEP 25 2006

Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 403
Oklahoma City, OK 73132

February 20, 2007

A-311414

DOCUMENT
FOLDER

Overnight Delivery

Secretary
PA Public Utility Commission
Commonwealth Keystone Building
Second Floor - Room N201
Harrisburg, PA 17120

RECEIVED
FEB 20 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Docket No. A-311414, Network Innovation Initial Tariff Submission

Enclosed please find an original and three (3) copies of Network Innovations, Inc.'s initial tariff filing pursuant to PA P.U.C. Order dated January 11, 2007 via Docket No. A-311414, also enclosed pursuant to Commission request.

Please date stamp the extra transmittal letter enclosed for this purpose and return it in the postage paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 Ex. 24.

Sincerely,



Chris Collier
Regulatory Consultant

CC: Office of the Attorney General, Office of Consumer-Protection
Office of Small Business Advocate
Office of Consumer Advocate

98

Competitive Access Provider Tariff

ORIGINAL

NETWORK INNOVATIONS, INC.
REGULATIONS AND SCHEDULE OF CHARGES

Applicable to
COMPETITIVE ACCESS PROVIDER SERVICES

Provided by
Network Innovations, Inc.
1246 West George Street
Chicago, IL 60657

**DOCUMENT
FOLDER**

IN
The Commonwealth of Pennsylvania

DOCKETED
MAR - 8 2007

RECEIVED

FEB 20 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Tariff is in concurrence with all applicable State and Federal Laws, Rules and Regulations, and Orders, including, but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S., and 52 Pa. Code. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

Issued: February 21, 2007

Effective: February 22, 2007

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

Competitive Access Provider Tariff

CHECK SHEET

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

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

* = New/Revised this Issue

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Competitive Access Provider Tariff

SYMBOLS

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

- (C) All other Changes
- (D) Change Resulting in a Decrease to a Customer's Bill
- (I) Change Resulting in an Increase to a Customer's Bill

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Competitive Access Provider Tariff

TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Competitive Access Provider Tariff

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Competitive Access Provider Tariff

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1246 West George Street
Chicago, IL 60657

Competitive Access Provider Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – The Pennsylvania Public Utility Commission.

Commonwealth – Pennsylvania

Company or Carrier – Network Innovations, Inc. unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Competitive Access Provider Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.1 Definitions (Cont'd)**

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

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1246 West George Street
Chicago, IL 60657

Competitive Access Provider Tariff

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

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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1246 West George Street
Chicago, IL 60657

Competitive Access Provider Tariff

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

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When *authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network.* The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1246 West George Street, Chicago, IL 60657.

Issued: February 21, 2007

Effective: February 22, 2007

By: Network Innovations, Inc.
Rick Stern, CEO
1246 West George Street
Chicago, IL 60657

Competitive Access Provider Tariff

2.1.4 **SECTION 2 - RULES AND REGULATIONS** (Cont'd)

2.2 Limitations of Service

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.

2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

2.2.6 Service temporarily may be refused or limited because of system capacity limitations.

2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.

2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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Chicago, IL 60657

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User.
- 2.3.6 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.7 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.8 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against 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 or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service****2.5.1 General**

2.5.1.A A service is interrupted when it becomes unusable to the User. *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff. Service interruptions and refunds for service interruptions will be consistent with 52 Pa. Code §§ 63.24 and 64.52.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

2.5.2.A At the Customer's request, a credit allowance for a continuous interruption will be provided consistent with 52 Pa. Code § 63.24 and/or §§ 64.51-64.52.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

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

2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Termination of Service**

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;

2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;

2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;

2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;

2.6.1.E Customer non-compliance with Commission regulations;

2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service

2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.6.2.C Customer tampering with the Company's equipment or service;

2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

2.6.3 Termination of service and customer notification of termination of service will conform to all applicable requirements of 52 Pa. Code, especially, Chapters 56, 63, and 64.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month for business customers and 1.25% per month for residential customers. This late fee may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges in accordance with 52 PA Code 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company in accordance with 52 PA Code 64.
- 2.8.3 Interest rate on deposit will accrue at the rate of 6% per annum, consistent with Pa. Code §64.41.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Advance Payments

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA, 17105-3265, telephone (717) 783-5187, toll free (800) 782-1110, and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints.

2.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 [Reserved for Future Use]

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Competitive Access Provider Tariff

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers of Verizon Pennsylvania Inc.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Data Telecommunications and Leased Line Service

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

3.5.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Miscellaneous Services

3.6.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.6.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. All promotions will be filed with the Commission in the form of tariff Supplements.

Competitive Access Provider Tariff

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.8 Individual Case Basis Arrangements ("ICB")

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff upon staff's written request to the Company.

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Competitive Access Provider Tariff

SECTION 4 - RATES AND CHARGES

3.9 Service Offerings

3.9.1 Leased Line Service – Nonrecurring Installation Charges

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$550.00	\$550.00	\$500.00	\$475

Note: The foregoing rates represent a one time installation charge associated with the Service.

3.9.2 Leased Line Service – Base Rates for Recurring Charges

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

Competitive Access Provider Tariff

SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Service Offerings (Cont'd)****3.9.3 Leased Line Service – Volume Discount Percentages by Contract Term**

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

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SECTION 4 - RATES AND CHARGES (Cont'd)**3.10 Miscellaneous Services****3.10.1 Order Change**

Per Change: \$40.00

3.10.2 Bad Check Charge

Per Check: \$25.00

3.10.3 Reconnection

Per Reconnection: \$6.00

3.11 Maintenance Visit Charges**Mon-Sat, 8 am-5 pm:**

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

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DOCUMENT FOLDER

Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 403
Oklahoma City, OK 73132

March 2, 2007

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A-311414

MAR - 2 2007

Secretary
PA Public Utility Commission
Commonwealth Keystone Building
Second Floor - Room N201
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Docket No. A-311414, Network Innovation Initial Tariff Submission

Enclosed please find an original and three (3) copies of Network Innovations, Inc.'s compliance tariff filing pursuant to PA P.U.C. tariff modification request e-mail sent March 2, 2007.

Please date stamp the extra transmittal letter enclosed for this purpose and return it in the postage paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 Ex. 24.

Sincerely,

Chris Collier
Regulatory Consultant

CC:

Competitive Access Provider Tariff

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MAR - 2 2007

NETWORK INNOVATIONS, INC.
REGULATIONS AND SCHEDULE OF CHARGES

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Applicable to
COMPETITIVE ACCESS PROVIDER SERVICES

**DOCUMENT
FOLDER**

Provided by
Network Innovations, Inc.
1246 West George Street
Chicago, IL 60657

IN
The Commonwealth of Pennsylvania

DOCKETED
MAR - 8 2007

This Tariff is in concurrence with all applicable State and Federal Laws, Rules and Regulations, and Orders, including, but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S., and 52 Pa. Code. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

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Competitive Access Provider Tariff

LIST OF MODIFICATIONS

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MAR - 2 2007

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

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By: Network Innovations, Inc.
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Competitive Access Provider Tariff

CHECK SHEET

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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25	Original
26	Original
27	Original
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29	Original
30	Original

* = New/Revised this Issue

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SYMBOLS

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

- (C) All other Changes
- (D) Change Resulting in a Decrease to a Customer's Bill
- (I) Change Resulting in an Increase to a Customer's Bill

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Competitive Access Provider Tariff

TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Competitive Access Provider Tariff

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – The Pennsylvania Public Utility Commission.

Commonwealth – Pennsylvania

Company or Carrier – Network Innovations, Inc. unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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By: Network Innovations, Inc.
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.1 Definitions (Cont'd)**

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

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

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.2 Abbreviations**

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1246 West George Street, Chicago, IL 60657.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Limitations of Liability (Cont'd)**

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User.
- 2.3.6 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.7 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.8 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against 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 or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User. *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff. Service interruptions and refunds for service interruptions will be consistent with 52 Pa. Code §§ 63.24 and 64.52.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption will be provided consistent with 52 Pa. Code § 63.24 and/or §§ 64.51-64.52.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

- 2.5.3.A No credit allowance will be made for any interruption of service:
- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:
- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
 - 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
 - 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
 - 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
 - 2.6.1.E Customer non-compliance with Commission regulations;
 - 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
 - 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.
- 2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:
- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
 - 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
 - 2.6.2.C Customer tampering with the Company's equipment or service;
 - 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

2.6.3 Termination of service and customer notification of termination of service will conform to all applicable requirements of 52 Pa. Code, especially, Chapters 56, 63, and 64.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month for business customers and 1.25% per month for residential customers. This late fee may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges in accordance with 52 PA Code 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company in accordance with 52 PA Code 64.
- 2.8.3 Interest rate on deposit will accrue at the rate of 6% per annum, consistent with Pa. Code §64.41.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9 Advance Payments**

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA, 17105-3265, telephone (717) 783-5187, toll free (800) 782-1110, and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints.

2.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers of Verizon Pennsylvania Inc.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.5 Data Telecommunications and Leased Line Service**

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

3.5.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.6 Miscellaneous Services****3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.6.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. All promotions will be filed with the Commission in the form of tariff Supplements.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.8 Individual Case Basis Arrangements ("ICB")**

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff upon staff's written request to the Company.

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SECTION 4 - RATES AND CHARGES**4.1 Service Offerings****4.1.1 Leased Line Service – Nonrecurring Installation Charges**

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
DS1	\$550.00	\$550.00	\$500.00	\$475

Note: The foregoing rates represent a one time installation charge associated with the Service.

4.1.2 Leased Line Service – Base Rates for Recurring Charges

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
DS1	\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Service Offerings (Cont'd)****4.1.3 Leased Line Service – Volume Discount Percentages by Contract Term**

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

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Chicago, IL 60657

Competitive Access Provider Tariff

SECTION 4 - RATES AND CHARGES (Cont'd)**4.2 Miscellaneous Services**4.2.1 Order Change

Per Change: \$40.00

4.2.2 Bad Check Charge

Per Check: \$25.00

4.2.3 Reconnection

Per Reconnection: \$6.00

4.3 Maintenance Visit Charges

Mon-Sat, 8 am-5 pm:

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

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