

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S) : :
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:
 DIRECTOR: : 00/00/00
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 02/01/07
 8. DOCKET NO: A-311436 F0002 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: VOXNET LLC

COMP/APP COUNTY:

UTILITY CODE: 311436

ALLEGATION OR SUBJECT

APPLICATION OF VOXNET, LLC, FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE RESELLER TO THE PUBLIC IN THE SERVICE TERRITORY OF VERIZON PENNSYLVANIA, INC.

DOCUMENT
FOLDER

DOCKETED

FEB 09 2007



ORIGINAL

January 15, 2007
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

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

Mr. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pennsylvania 17120

RE: Response of VOXNET, LLC

A 311436 F0002

Dear Mr. McNulty:

Enclosed for filing are one (1) original and three (3) copies of the response of VOXNET, LLC in response to your December 15, 2006 letter regarding minor deficiencies in the original application.

Attached for filing is the requested initial balance sheet for VoxNet. Additionally the Company has notified certain 911 Coordinators of the company's intent to offer Competitive Local Exchange service within their respective counties during 2007.

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

Any questions regarding this filing may be directed to my attention at (407) 740-8575 or via e-mail at tforte@tminc.com.

Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte
Consultant to VOXNET, LLC

Enclosures

cc: Service List
B. Quinlan - VOXNET
file: VOXNET - PA CLEC
tms: PA10600a

DOCUMENT
FOLDER

RECEIVED

JAN 16 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

^

ORIGINAL

A. 311436F0002

VOXNET, LLC

JANUARY 9, 2007

FINANCIAL STATEMENT

DOCUMENT
FOLDER

DOCKETED

FEB 09 2007

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JAN 16 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VOXNET LLC
FINANCIAL STATEMENT
JANUARY 9, 2007

VOXNET LLC
FINANCIAL STATEMENT
JANUARY 9, 2007

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BUSH
TECOSKY
CARROLL
GOODMAN
FELDMAN LLC
Certified Public Accountants

Huntingdon Valley, Pennsylvania
2600 Philmont Avenue
Suite 420
Huntingdon Valley, PA 17006-5387
Tel 715.942.6300
Fax 715.938.5100

Blue Bell, Pennsylvania
790 Quailyn Pike
Suite 105
Blue Bell, PA 19422-1657
Tel 215.646.7600
Fax 215.646.4668

Princeton, New Jersey
116 Village Boulevard
Suite 700
Princeton, New Jersey 08540-5700
Tel 609.524.4032
Fax 609.524.1702

info@btgfc.com
www.btgfc.com

January 11, 2007

To the Member
VoxNet LLC
Plymouth Meeting, Pennsylvania

We have compiled the accompanying balance sheet of VOXNET LLC as of January 9, 2007, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying balance sheet and, accordingly, do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the balance sheet, they might influence the user's conclusions about the Company's financial position. Accordingly, this balance sheet is not designed for those who are not informed about such matters.

Members

- Stephen L. Bush, CPA
- Larry M. Carroll, CPA
- Marc S. Goodman, CPA
- Ira M. Feldman, CPA, MST, CVA
- Herman (Mit) D. Tecosky, CPA
- Joel I. Levin, CPA

Bush Tecosky Carroll Goodman Feldman LLC
Certified Public Accountants

- American Institute of Certified Public Accountants
- Pennsylvania Institute of Certified Public Accountants
- New Jersey Society of Certified Public Accountants
- Private Companies Practice Section



ORIGINAL November 29, 2006
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

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

Mr. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pennsylvania 17120

A-311431eF0002

RE: Application of **VOXNET, LLC** for Approval to Offer, Render, Furnish or Supply
Telecommunications Services to the Public in the Commonwealth of Pennsylvania

Dear Mr. McNulty:

Enclosed for filing are one (1) original and three (3) copies of the application for certification of VOXNET, LLC as a Competitive Local Exchange Carrier (CLEC) in the Commonwealth of Pennsylvania.

Also enclosed is a check in the amount of \$250.00 for the filing fee.

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

Any questions regarding this filing may be directed to my attention at (407) 740-8575 or via e-mail at tforte@tminc.com.

Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte
Consultant to VOXNET, LLC

Enclosures

cc: Service List
B. Quinlan - VOXNET
file: VOXNET - PA CLEC
tms: PA10600

DOCUMENT
FOLDER

RECEIVED
Feb 1 2007
~~NOV 29 2006~~ cjt
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

56

A- 311436F0002

Application of:

VOXNET, LLC ("VOXNET") for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

VOXNET, LLC
4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462
Phone: (484) 533 - 6400
Fax: (484) 533 - 2451

DOCUMENT
FOLDER

Please identify and predecessors of the applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

2. **ATTORNEY:** The name, address, telephone number, and FAX number of the Applicant's attorney.

Not applicable

3. **CONTACTS:**

A) **APPLICATION:** The name, title, address, telephone number, and FAX number of the person to whom questions about this application should be addressed.

Contact for this Application:
Thomas M. Forte
Consultant to VOXNET, LLC
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740 - 8575
Facsimile: (407) 740 - 0613

Contact for Ongoing Operations:
William Quinlan, Vice President
VOXNET, LLC
4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462
Phone: (484) 533 - 2450
Fax: (484) 533 - 2451

DOCKETED
FEB 09 2007

RECEIVED
Feb 1, 2007
~~NOV 29 2006~~ clt

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. **CONTACTS: (Cont'd.)**

- B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number, and FAX number of the person with whom contact should be made by PEMA.**

William Quinlan, Vice President
VOXNET, LLC
4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462
Phone: (484) 533 - 2450
Fax: (484) 533 - 2451
E-Mail: bquinlan@expertta.com

- C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.**

Initial Point of Contact for Complaint Resolutions:

William Quinlan, Vice President
VOXNET, LLC
4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462
Phone: (484) 533 - 2450
Fax: (484) 533 - 2451
Toll-Free:
E-Mail: bquinlan@expertta.com

4. **FICTITIOUS NAME:**

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. '311, From PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Applicant is a sole proprietor.
- The Applicant is:
 - General partnership
 - Domestic limited partnership (15 Pa. C.S. '8511)
 - *Foreign limited partnership (15 Pa. C.S. '8582)
 - Domestic registered limited liability partnership (15 Pa. C.S.'8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. '8211)

* Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

- The Applicant is:
 - 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)

* Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

The Company's registered agent in Pennsylvania is:

Pepper Hamilton LLP
200 One Keystone Plaza, N. Front & Market Streets
Harrisburg, PA 17101

Attach to the application 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.

Please see Exhibit I for the Company's Secretary of State Certificate
Please see Exhibit II for the Company's Articles of Incorporation.
Please see Exhibit III for a listing of the Company's Officers

The Applicant is incorporated in the State of Delaware.

Officers of the Company are:

Samual Skalaroff, President

William Quinlan, Vice President

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or the affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA (e.g., MTS, I+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA (e.g., MTS, I+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier
 - Facilities-Based
 - Non-facilities-Based
 - Data Only
 - Reseller
 - Incumbent Local Exchange Carrier
 - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as a:**

- Interexchange Toll Reseller, InterLATA and/or IntraLATA (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier
 - Facilities-Based
 - Non-facilities-Based
 - Data Only
 - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES: Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.**

VOXNET intends to provide standard local exchange service offerings within Pennsylvania as well as advanced data and private line services.

11. **SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.**

VOXNET proposes to offer service throughout the service areas of Verizon Pennsylvania, Inc. and Sprint/United Telephone of Pa. within the State of Pennsylvania.

13. **MARKET: Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.**

VOXNET initially proposes to market its services to large business customers throughout its proposed service areas. The company may, at a later date, offer service to small and medium size business customers as well.

13. **PROPOSED TARIFF(S): Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC R/S, CLEC, CAP, or IXC F/B. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.**

Please see Exhibit IV for a copy of VOXNET 's proposed tariff.

14. **FINANCIAL: Attach the following to the Application:**

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

VOXNET is a start up company incorporated in July of 2006. The company has not provided service in any jurisdiction at this time and as such has no income statement. A current balance sheet is provided as proof of VOXNET's ability to provide service in Pennsylvania. As a reseller of the incumbent local exchange carriers' ("ILEC") services VOXNET has limited exposure need for capital. The Company will price its services such that the retail price will exceed the wholesale cost and as such provide a positive margin for the Company's overall financial stability.

15. **START DATE:**

The Applicant proposes to begin offering services within two weeks of filing this application.

16. **FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.**

Nothing available at this time.

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

A certificate of service must be attached to the application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the applicant proposes to offer services.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal telecommunications Act of 1996. Provide supporting facts.

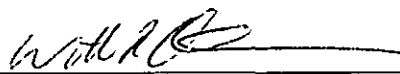
VOXNET is not claiming any status within Pennsylvania pursuant to the Federal Telecommunications Act of 1996.

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

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.



William Quinlan, Vice President
VOXNET, LLC

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

AFFIDAVIT

STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

Mr. William Quinlan, Affiant, being duly sworn according to law, deposes and says that:

He is the Vice President of VOXNET, LLC

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

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

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

That VOXNET, LLC, the Applicant herein, asserts that he has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

That the facts above set forth are true and correct to the best of his knowledge, information and belief, and that he expects said entity to be able to prove the same at any hearing thereof.



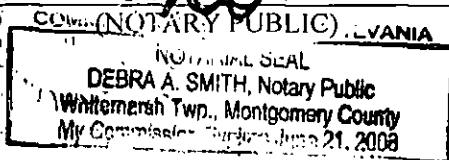
William Quinlan, Vice President
VOXNET, LLC

11-20-2006

Date

Subscribed and sworn before me this 20 day of November, 2006.

My Commission expires on: 6-21-08



23. VERIFICATION STATEMENT: Attach to the Application a verification statement as follows:

VERIFICATION STATEMENT

STATE OF PENNSYLVANIA §

COUNTY OF MONTGOMERY §

Mr. William Quinlan, Affiant, being duly sworn according to law, deposes and says that:

He is the Vice President of VOXNET, LLC

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

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



William Quinlan, Vice President
VOXNET, LLC

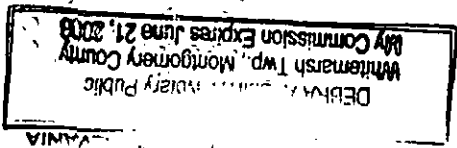
11-20-2006

Date

Subscribed and sworn before me this 20 day of November, 2006.


(NOTARY PUBLIC)

My Commission expires on: 6-21-08



CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of November, 2006, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

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

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

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

Verizon Pennsylvania, Inc.
Ms. Julia A. Conover Esq.
1717 Arch Street
32nd Floor North
Philadelphia, PA 19103

Mr. John G. Short Esq.
Sprint/United Telephone of PA
240 N. Third St.
Harrisburg, PA 17101

In addition, the foregoing Notice of Filing is also served this day by first class mail on the Service List provided by the Pennsylvania Public Utility Commission.



Technologies Management, Inc.

VOXNET, LLC

EXHIBIT I

Secretary of State Certificate

(Registered October 3, 2006)

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

VOXNET LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. 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.CORPORATIONS.STATE.PA.US/CORP 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: 3684443

Pepper Hamilton LLP
200 One Keystone Plaza, N Front & Market Sts
Harrisburg, PA 17101

PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU

Application for Registration - Foreign
 (15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Pepper Hamilton LLP
 Name: 200 One Keystone Plaza
 Address: North Front and Market Streets
P.O. Box 1181
 City: Harrisburg, PA 17108-1181

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

Commonwealth of Pennsylvania
 APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:
VOXNET LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):
 The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
 Jurisdiction: Delaware Date of Formation: July 21, 2006

4. The (a) address of its initial 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
4060 Butler Pike, Suite 100	Plymouth Meeting	PA	19462	Montgomery
(b) Name of Commercial Registered Office Provider				County

PA DEPT OF STATE
 2006 OCT 30 PM 4:39

mondayoc.MAX

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Suite 5100, 1313 Market Street	Wilmington,	DE	19899
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip
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6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

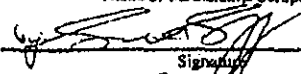
Number and street	City	State	Zip	County
-------------------	------	-------	-----	--------

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

30th day of October 2008.

VOXNET LLC
Name of Partnership/Company


Signature

Authorized Person
Title

VOXNET, LLC

EXHIBIT II

Articles of Incorporation

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "VOXNET, LLC" FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JULY, A.D. 2006, AT 4:12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3962082 8100V
060691873

AUTHENTICATION: 4923539

DATE: 07-24-06



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:15 PM 07/21/2006
FILED 04:12 PM 07/21/2006
SRV 060691873 - 3962082 FILE

CERTIFICATE OF FORMATION

OF

VOXNET, LLC

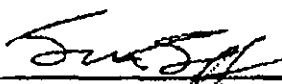
This Certificate of Formation (the "Certificate") is being executed for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-201 et seq.

1. Name. The name of the limited liability company is VoxNet, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at Suite 5100, 1313 Market Street, New Castle, Delaware 19899. The registered agent of the Company for service of process at such address is PHS Corporate Services, Inc.

3. Conversion. The Company is being formed to continue the existence of Expert Networks, Inc., a Delaware corporation (the "Other Entity"). Simultaneously and together with the filing of this Certificate, a Certificate of Conversion to Limited Liability Company has been filed with the Secretary of State of the State of Delaware pursuant to which the Other Entity is to be converted to a Delaware limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act. The Company shall continue the existence of the Other Entity in the form of a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 30th day of June, 2006.

By: 
Samuel Sklaroff, Authorized Person

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "EXPERT NETWORKS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "EXPERT NETWORKS, INC." TO "VOXNET, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JULY, A.D. 2006, AT 4:12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3962082 8100V

060691873

AUTHENTICATION: 4923539

DATE: 07-24-06



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:15 PM 07/21/2006
FILED 04:12 PM 07/21/2006
SRV 060691873 - 3962082 FILE

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY
CONVERTING
EXPERT NETWORKS, INC.
A Delaware Corporation**

TO

**VOXNET, LLC
A Delaware Limited Liability Company
Pursuant to Section 18-214 of the Delaware Limited Liability Act**

1. Date and Jurisdiction of Formation. The date on which, the jurisdiction where, and the name of the other entity (the "Other Entity") which is being converted to a limited liability company was incorporated are as follows:

<u>Date of Incorporation</u>	<u>Jurisdiction</u>
April 28, 2005	Delaware


Name of Other Entity. The name of the Other Entity immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was "Expert Networks, Inc."

2. Name of Limited Liability Company. The name of the Delaware limited liability company to which the Other Entity has been converted, and the name set forth in the Certificate of Formation filed in accordance with Section 18-214 of the Delaware Limited Liability Act, is "VoxNet, LLC."

3. Effective Time. This Certificate shall be effective upon its filing in the Office of the Secretary of State of the State of Delaware.

4. Approval of Conversion. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion this 30th day of June, 2006.

By: 
Samuel Sklaroff, Authorized Person

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY
CONVERTING
EXPERT NETWORKS, INC.
A Delaware Corporation**

TO

VOXNET, LLC
A Delaware Limited Liability Company
Pursuant to Section 18-214 of the Delaware Limited Liability Act

1. Date and Jurisdiction of Formation. The date on which, the jurisdiction where, and the name of the other entity (the "Other Entity") which is being converted to a limited liability company was incorporated are as follows:

<u>Date of Incorporation</u>	<u>Jurisdiction</u>
April 28, 2005	Delaware

Name of Other Entity. The name of the Other Entity immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was "Expert Networks, Inc."

2. Name of Limited Liability Company. The name of the Delaware limited liability company to which the Other Entity has been converted, and the name set forth in the Certificate of Formation filed in accordance with Section 18-214 of the Delaware Limited Liability Act, is "VoxNet, LLC."

3. Effective Time. This Certificate shall be effective upon its filing in the Office of the Secretary of State of the State of Delaware.

4. Approval of Conversion. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion this 30th day of June, 2006.

By: 
Samuel Sklaroff, Authorized Person

CERTIFICATE OF FORMATION

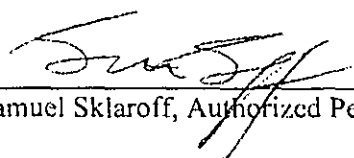
OF

VOXNET, LLC

This Certificate of Formation (the "Certificate") is being executed for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-201 et seq.

1. Name. The name of the limited liability company is VoxNet, LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at Suite 5100, 1313 Market Street, New Castle, Delaware 19899. The registered agent of the Company for service of process at such address is PHS Corporate Services, Inc.
3. Conversion. The Company is being formed to continue the existence of Expert Networks, Inc., a Delaware corporation (the "Other Entity"). Simultaneously and together with the filing of this Certificate, a Certificate of Conversion to Limited Liability Company has been filed with the Secretary of State of the State of Delaware pursuant to which the Other Entity is to be converted to a Delaware limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act. The Company shall continue the existence of the Other Entity in the form of a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 30th day of June, 2006.

By: 
Samuel Sklaroff, Authorized Person

VOXNET, LLC

EXHIBIT III

Officers

Samuel Sklaroff - President

William Quinlan - Vice President

VOXNET, LLC

EXHIBIT IV

Proposed Tariff

Tariff Telephone - PA. P.U.C. NO. 1

Competitive Local Exchange Services Tariff

TITLE PAGE

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA
PROVIDED BY VOXNET, LLC

This tariff contains the descriptions, regulations and rates applicable to the resale of telecommunications services provided by VOXNET, LLC, with principal offices at 4060 Butler Pike, Suite 100, Plymouth Meeting, PA 19462, for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: November 30, 2006

EFFECTIVE:

Issued by: Bill Quinlan, Vice President
4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462

PA10600

LIST OF MODIFICATIONS

ISSUED: November 30, 2006

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PAI0600

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Preface	Original	*	4	Original	*	26	Original	*
Title	Original	*	5	Original	*	27	Original	*
Modifications	Original	*	6	Original	*	28	Original	*
1	Original	*	7	Original	*	29	Original	*
2	Original	*	8	Original	*	30	Original	*
3	Original	*	9	Original	*	31	Original	*
4	Original	*	10	Original	*	32	Original	*
5	Original	*	11	Original	*	33	Original	*
6	Original	*	12	Original	*	34	Original	*
7	Original	*	13	Original	*	35	Original	*
			14	Original	*	36	Original	*
Section 1			15	Original	*	37	Original	*
1	Original	*	16	Original	*	38	Original	*
2	Original	*	17	Original	*	39	Original	*
3	Original	*	18	Original	*	40	Original	*
4	Original	*	19	Original	*	41	Original	*
5	Original	*	20	Original	*	42	Original	*
			21	Original	*	45	Original	*
Section 2			22	Original	*	46	Original	*
1	Original	*	23	Original	*	47	Original	*
2	Original	*	24	Original	*	48	Original	*
3	Original	*	25	Original	*			

* - Indicates pages included with this filing.

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CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Section 3			Section 4			Section 5		
1	Original	*	1	Original	*	1	Original	*
2	Original	*				2	Original	*
3	Original	*				3	Original	*
4	Original	*				4	Original	*
5	Original	*				5	Original	*
6	Original	*				6	Original	*
7	Original	*				7	Original	*
8	Original	*				8	Original	*
9	Original	*				9	Original	*
						10	Original	*

* - Indicates pages included with this filing.

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TARIFF FORMAT

- (A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- (B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- (C) **Paragraph Numbering Sequence** - There are seven 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)
- (D) **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. 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.

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**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

(A) SYMBOLS

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

- (I)** - To signify increase in rates.
- (D)** - To signify decrease in rates.
- (C)** - To signify any other changes.

(B) ABBREVIATIONS

- HITDR** - Highest Interexchange Transporter Daytime Rate.
- HITC** - Highest Interexchange Transporter Charge or Surcharge.
- LATA** - Local Access and Transport Area.
- LEC** - Local Exchange Company.
- PUC** - Public Utility Commission.

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PAI0600

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Local Exchange Services by VOXNET, LLC, hereinafter referred to as the Company, to customers in the service territories of Verizon Pennsylvania, Inc., Verizon North, Inc. and Sprint United Telephone of Pennsylvania.

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SECTION 1.0 - DEFINITIONS

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

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: Refers to the Pennsylvania Public Utility Commission.

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

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PAI0600

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

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

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

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

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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

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

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

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

Kbps: Kilobits per second, denotes thousands of bits per second.

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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

NPA: Numbering plan area or area code.

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

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

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

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "101XXXX" with 1 + 10-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

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

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

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

ISSUED: November 30, 2006

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Plymouth Meeting, PA 19462

PA10600

SECTION 2.0 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

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

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

2.1.2 Shortage of Equipment or Facilities

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

ISSUED: November 30, 2006

EFFECTIVE:

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4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462

PA10600

SECTION 2.0 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Residential customers may discontinue service by giving 5 days' oral or written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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PAI0600

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- (E) Prior to termination of service, the utility should mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a residential customer should follow a two step process, whereby the carrier shall mail or deliver written notice to the customer at least seven (7) days before the date of proposed suspension regardless upon which suspension is sought. (52 Pa. Code §64.71) When at least ten (10) days have passed since suspension of service, the company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrears, 2) failure to post a deposit, 3) failure to meet the requirements of a payment agreement, 4) failure to give adequate assurances that an unauthorized use or practice will cease. (52 Pa. Code §64.121)

Service may be terminated upon written notice to the Customer if:

- (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the Pennsylvania Public Utility Commission regardless of its choice of laws provision.
- (G) No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

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

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

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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

ISSUED: November 30, 2006

EFFECTIVE:

Issued by: Bill Quinlan, Vice President
4060 Butler Pike, Suite 100
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PA10600

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.E as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

ISSUED: November 30, 2006

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Plymouth Meeting, PA 19462

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- (I) The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (J) Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
- (K) **With respect to Emergency Number 911 Service:**
 - (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

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

(K) With respect to Emergency Number 911 Service, (Cont'd.):

- (2)** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
- (3)** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

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

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- (A) This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

- (E) The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.8 Non-routine Installation

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Special Construction**

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

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

2.1.10 Ownership of Facilities

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Pennsylvania Public Utility Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.3.2 Claims

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

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of the tariff may conflict with Chapter 64, regulations in Chapter 64 will prevail.

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) A 1.25% Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within thirty days after the billing date.
- (F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address : Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.
- (H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) seasonal service, (2) the construction of facilities and furnishing of special equipment, (3) temporary service for short-term use. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Deposits**

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two months' charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Deposits held will accrue interest at a rate equal to the rate of the average of 1-year US Treasury bills in September, October, and November of the previous year. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Deposits will be held in accordance with 52 PA Code §64.41.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) All procedures for discontinuance of service will be in accordance with 52 PA Code §64.71 and §64.121.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- (A) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- (B) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (C) The special charges described in 2.5.6.A and 2.5.6.B will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Changes in Service Requested**

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

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

(C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

(C) (continued)

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

Interruptions Over 72 Hours: Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. In accordance with 52 PA Code § 64.53, a Customer is required to give at least five (5) days oral or written notice prior to cancellation.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Pennsylvania Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- 2.8.1** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
- 2.8.3** The maximum liability will not exceed all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4** a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Notices and Communications

- 2.10.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Lifeline Service****2.11.1 Description**

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

2.11.2 Regulations

- (A) LifeLine Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- (B) **Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:**
- (1) One-Party Residence Unlimited Service and Local Measured Service, if available.
 - (2) Directory Listing (standard only).
 - (3) Non-Published or Non-Listed Telephone Number Service.
 - (4) Access to Directory Assistance Service.
 - (5) Touch Tone Calling Service.
 - (6) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
 - (7) Access to Operator Services.
 - (8) Voluntary Toll Restriction Option.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Lifeline Service, (Cont'd.)

2.11.2 Regulations, (cont'd.)

(B) (continued)

- (9) Link Up America (if eligible).
- (10) Access to 800/888 Services.
- (11) Access to Call Trace.
- (12) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (13) Access to the Pennsylvania Telecommunications Relay Service.
- (14) Caller ID Per-call and Per-line blocking.
- (15) One optional vertical service.

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

Pennsylvania Department of Public Welfare LifeLine Service Programs:

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Lifeline Service, (Cont'd.)****2.11.2 Regulations, (cont'd.)****(C) (continued)**

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

- (D)** LifeLine Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2.11.2(C) above. At the time of initial establishment of LifeLine Service, the customer agrees to have his or her eligibility recertified as determined by VOXNET, LLC. When the Company is notified by the customer or determines through recertification that the LifeLine Service customer is no longer a participant in the DPW programs in 2.11.2(C) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the LifeLine Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the LifeLine Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing service or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain LifeLine Service.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Lifeline Service, (Cont'd.)

2.11.2 Regulations, (cont'd.)

- (E) A LifeLine Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. LifeLine Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- (F) Only services listed in 2.11.2(B) above will be provided to LifeLine customers. All other premium services offered by the Company will not be available.
- (G) LifeLine Service customers are required to apply for the Link Up America benefit when applicable.
- (H) Customer requested temporary suspension of LifeLine Service is not permitted.
- (I) LifeLine Service does not apply to applicants who are full time students living in university or college controlled housing.
- (J) The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (K) LifeLine customers are subject to all Residence service regulations in this and other tariffs of VOXNET, LLC

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Lifeline Service, (Cont'd.)

2.11.2 Regulations, (cont'd.)

- (L) Residence LifeLine Service cannot be resold by the LifeLine customer or the LifeLine customer's agent(s).
- (M) Resale of LifeLine Services are subject to wholesale rate obligations under Section 25 1(c)(4) of the Telecommunications Act of 1996.
- (N) All outstanding charges, account balances and service restrictions apply to existing customers who qualify for LifeLine Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (O) Any LifeLine customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. No Residence Toll Restoral Charge applies to LifeLine Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a LifeLine customer is toll restricted for a second occurrence the Company may, at its discretion, place the LifeLine customer on permanent toll restriction.
- (P) Toll-Blocking and Toll-Control services will be provided at no charge to LifeLine Service subscribers, to the extent that they are offered.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Lifeline Service, (Cont'd.)

2.11.3 Dial Tone Line Monthly Rate

- (A) Applicable Residence Dial Tone monthly rate minus \$1.75.⁽¹⁾
- (B) Lifeline Service customers will be billed the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission in Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193.
- (C) LifeLine Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

⁽¹⁾ The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Link Up America

2.12.1 Description

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

2.12.2 Regulations

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

- (A) The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older. The applicant must self-certify the requirement set out in 2.12.1 above.
- (B) An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of LifeLine Service participants may be conducted biennially by the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.12 Link Up America, (Cont'd.)****2.12.2 Regulations, (cont'd.)****(B) (continued)****Pennsylvania Department of Public Welfare Link Up America Service Programs:**

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

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

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.12 Link Up America, (Cont'd.)****2.12.2 Regulations, (cont'd.)**

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

2.12.3 Rates

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Telecommunications Relay Service

2.13.1 General

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

2.13.2 Surcharge

- (A) In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.
- (B) This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission ("Commission"). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1, of each year.
- (C) The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all bills:

	Monthly Charge
Per residence access line	\$0.08 (I)
Per business access line	\$0.09 (D)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Telecommunications Relay Service, (Cont'd.)

2.13.3 Rates

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

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

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

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SECTION 3 - CONTRACTS FOR SERVICE

3.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

3.1.1 Individual Case Basis (ICB) - Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

3.1.2 Payment Plans - Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Section 3 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1)****3.2.1 General**

The regulations specified herein are applicable to all services offered under ICB Plan No. 1 ("ICB") as indicated in each service's respective subsection of this Tariff.

ICB Plan No. 1 allows Customers to stabilize recurring rates and charges for Company services over contractual service periods. A specific monthly rate applies for the duration of each period.

When the Customer orders service to be provided under ICB-1, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under ICB-1 are described in that service's specific tariff section.

3.2.2 Application of Rates and Charges

Rates stabilized under ICB Plan No. 1 are exempt from Company initiated increases.

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)****3.2.3 Termination Liability Charge**

In the event that all or any part of a service is disconnected at Customer request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's start.

The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

A statement will be included in any written contract or service agreement executed between the Company and the Customer informing the Customer that early termination liabilities apply as described in this tariff.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)

3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)

3.2.4 Additions to Services

- (A) Additions of services or rate elements - e.g., Ports - must be under a ICB-1 arrangement at rates and charges as specified in 3.2.2 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 3.2.5 following.
- (C) Additions under ICB-1 arrangements are exempt from Company-initiated rate changes for all payment periods longer than one month.
- (D) Installation and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)

3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)

3.2.5 Disconnect of Services

- (A) When a service or rate element, included under a ICB-1 arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 3.2.3 preceding. Remaining services or rate elements will not be affected by such disconnections.

- (B) When a tariffed service under a ICB-1 arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section) or twenty-five percent of the length of the originally selected ICB-1 service period, whichever is greater.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)****3.2.6 Requests for Changes in Length of Optional Payment Period**

Subsequent to the establishment of a contract with a ICB-1 period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new ICB-1 arrangement effective date,
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.

- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new ICB-1 arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period,
 - (4) Nonrecurring charges will not be reapplied

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EFFECTIVE:

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4060 Butler Pike, Suite 100
Plymouth Meeting, PA 19462

PA10600

SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)****3.2.7 Renewal Options**

- (A) The Customer may renew a Payment Plan according to one of the following renewal options:
- (1) **Renewal Option 1** - Prior to completion of the current payment period available under the ICB-1 arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service, service will be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
- (B) Non-Recurring charges are not applicable for rate elements renewed under PP-1. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a ICB-1 arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)****3.2.7 Renewal Options, (cont'd.)**

- (E) Recognition of previous service will be given to Customers who renew an existing ICB-1 arrangement for all associated rate elements at the same location(s), provided that the length of the new ICB-1 arrangement is at least the minimum service period allowable under Payment Option A (as defined in the service specific tariff section) or equals/exceeds the remaining service period of the original ICB-1 arrangement,
- (F) Recognition of previous service back to the actual service date will be given to month-to-month Customers who convert to a ICB-1 arrangement.

3.2.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing ICB-1 arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this Tariff.

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SECTION 3 - CONTRACTS FOR SERVICE, (CONT'D.)**3.2 ICB Plan Number 1 (ICB-1), (Cont'd.)****3.2.9 Moves of Service(s)**

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under ICB-1 from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under ICB-1,
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.

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4060 Butler Pike, Suite 100
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SECTION 4 - PROMOTIONS AND OPTIONAL CALLING PLANS

4.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations.

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SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)**5.1 IntraLATA Toll Presubscription**

5.1.1 IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the IntraLATA Toll Provider (ITP) which the Customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a Customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred intraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D (FGD) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Company.

Selection of an intraLATA toll provider by an end user is subject to the terms and conditions following.

5.1.2 At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in 5.1.3 following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Company's Business Offices.

SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.1 IntraLATA Toll Presubscription, (Cont'd.)

5.1.3 Presubscription Charge Application

- (A) Existing end users may exercise an initial free presubscription choice, either by contacting the Company or by contacting the ITP directly. The initial free choice must be made within ninety (90) days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Company. End users' choices which constitute exercising the free initial choice are:
- (1) Designating an ITP as their primary carrier thereby requiring no access code to access the ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - (2) Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access al ITP's. This choice can be made by directly contacting the Company.

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SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)**5.1 IntraLATA Toll Presubscription, (Cont'd.)****5.1.3 Presubscription Charge Application, (Cont'd.)**

- (B) New end users who subscribe to service after the presubscription implementation date (including an existing Customer who orders an additional line) will be asked to select a primary ITP when they place an order for Company Exchange Service. IF a Customer cannot decide upon an intraLATA toll carrier at the time, the Company may extend a 30-day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the Customer will be assigned a 'No-PIC' and will have to dial an access code to make intraLATA toll calls.

Initial free selections available to new end users are:

- (1) Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- (2) Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Company. In addition, new end users that do not select a preferred carrier will be assigned a 'No-PIC'.

Following a new end users' initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

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SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.1 IntraLATA Toll Presubscription, (Cont'd.)

5.1.3 Presubscription Charge Application, (Cont'd.)

- (C) If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Company that this activity has taken place.

Following the ITP's discontinuance of service, the Company will bill the canceling ITP the change charge for each end user that is currently designated to the ITP at the time of discontinuance.

- (D) An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 5.1.7 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Company's corresponding FCC Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and the Company's corresponding FCC Tariff.

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Plymouth Meeting, PA 19462

PAI0600

SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)**5.1 IntraLATA Toll Presubscription, (Cont'd.)****5.1.4 Equal Access Recovery Charge**

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

5.1.5 End User Charge Discrepancy

(A) When a discrepancy is determined regarding an end user's designation of a preferred intraLATA toll carrier, the following applies depending upon the situation described:

- (1) A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.
- (2) When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines Customer choice.
- (3) If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

(B) Verification of Orders for Telemarketing

Neither the ITP of the Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the FCC's current anti-slamming practices and procedures.

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Plymouth Meeting, PA 19462

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SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.1 IntraLATA Toll Presubscription, (Cont'd.)

5.1.6 PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Company when an end user denies requesting a change in primary carrier submitted by the ITP. The ITP participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Company is contacted by an end user who denies requesting a change in ITP primary carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. If this service is made available by the Company, ITP's may subscribe to or cancel PIC Switchback Service on 30 days notice to the Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the FCC requirements for:

- (A) Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- (B) institution steps to obtain verification of orders submitted to the Company.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Utility Commission concerning unauthorized changes in carrier.

5.1.7 Rates and Charges

	Nonrecurring Charge
Each Carrier Change, per line	\$5.00
Unauthorized Business/Residence Change, per line	\$35.65

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 4060 Butler Pike, Suite 100
 Plymouth Meeting, PA 19462

PAI0600

SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.2 Universal Emergency Telephone Number Service (911, E911)

- 5.2.1** This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 5.2.2** 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 5.2.3** The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 5.2.4** After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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Plymouth Meeting, PA 19462

PAI0600

SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)**5.2 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)**

5.2.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

ISSUED: November 30, 2006

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Plymouth Meeting, PA 19462

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SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.3 Emergency Services (Enhanced 911)

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

The Company is in compliance with all requirements of the Public Safety Emergency Telephone Act (Act 78-1990)

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Plymouth Meeting, PA 19462

PAI0600

SECTION 5.0 - MISCELLANEOUS CHARGES AND SERVICES, (CONT'D.)

5.4 Blocking "900" Information Service

5.4.1 General

Where central office facilities permit, "900" Information Service Blocking provides customers the capability to block origination of direct dialed calls to a "900" Information Service number (900-NXX-XXXX).

5.4.2 Regulations

- (A) Blocking is available on individual lines for residence and business customers.
- (B) When the blocking is activated, direct dialed calls to all "900" Service numbers are blocked.
- (C) Initial blocking is provided at no charge upon customer request. Subsequent requests for "900" Information Services Blocking will be provided at the rates referenced below.
- (D) Blocking service may not be available with certain multi-line business arrangements.
- (E) There is no charge to remove "900" Information Service blocking.

5.4.3 Rates

	Service Charges
Residence	
Initial Request	No charge
Subsequent Request, per line	\$25.00
Business	
Initial Request	No charge
Subsequent Request, per line	\$100.00

ISSUED: November 30, 2006

EFFECTIVE:

Issued by: Bill Quinlan, Vice President
 4060 Butler Pike, Suite 100
 Plymouth Meeting, PA 19462

PA10600

VOXNET, LLC

EXHIBIT V

Financials

VOXNET is a start up company incorporated in July of 2006. The company has not provided service in any jurisdiction at this time and as such has no income statement. A current balance sheet is provided as proof of VOXNET's ability to provide service in Pennsylvania. As a reseller of the incumbent local exchange carriers' ("ILEC") services VOXNET has limited exposure need for capital. The Company will price its services such that the retail price will exceed the wholesale cost and as such provide a positive margin for the Company's overall financial stability.



ORIGINAL

February 1, 2007
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

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

Mr. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pennsylvania 17120

RE: Response of VOXNET, LLC

Dear Mr. McNulty:

Enclosed for filing are one (1) original and three (3) copies of the response of VOXNET, LLC in response to your December 15, 2006 letter regarding minor deficiencies in the original application.

The Company state in its January 15, 2007 response that it has contacted certain 911 County Coordinators. Subsequent to that filing the Commission requested a listing of the counties notified. That listing is provided as an attachment to this letter.

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

Any questions regarding this filing may be directed to my attention at (407) 740-8575 or via e-mail at tforte@tminc.com.

Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte
Consultant to VOXNET, LLC

DOCUMENT
FOLDER

Enclosures

cc: B. Quinlan - VOXNET
file: VOXNET - PA CLEC
tms: PA10600b

A-311436 F0002

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FEB 1 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

9

ORIGINAL

A-311436F0002

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FEB 1 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VOXNET, LLC

E911 Coordinators Notifications

VOXNET, LLC has provided notification of the filing of its Reseller Application to the 911 Coordinators for the counties of Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery and Philadelphia on January 15, 2007.

DOCKETED

FEB 09 2007

DOCUMENT
FOLDER

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

IN REPLY PLEASE
REFER TO OUR FILE

February 12, 2007

A-311436F0002;
A-311436F0002AMA;

THOMAS M FORTE CONSULTANT
TECHNOLOGIES MANAGEMENT INC
210 NORTH PARK AVENUE
WINTER PARK FLORIDA 32789

DOCUMENT
FOLDER

Dear Mr. Forte:

Receipt is acknowledged of the Application of Voxnet, LLC, for approval to provide Competitive Local Exchange Reseller Services to the public in the Service territories of Verizon Pennsylvania, Inc., and The United Telephone Company of Pennsylvania, t/a Embarq Pennsylvania.

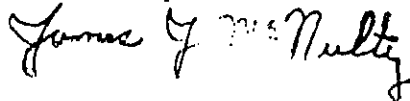
Please be advised that pursuant to the Commission's June 3, 1996 Order, "Implementation of the Telecommunications Act of 1996" at Docket Number M-00960799, provisional authority is granted with respect to Competitive Local Exchange Reseller Services in the Verizon Pennsylvania, Inc service territory. However, this provisional authority may be revoked if, upon further Commission review, the application is found to contain deficiencies.

The Application of Voxnet, LLC, for approval to provide Competitive Local Exchange Reseller Services in the service territory of The United Telephone Company of PA, t/a Embarq Pennsylvania, is not eligible for provisional authority under said Order, and therefore, notice must be published in the Pennsylvania Bulletin and in a newspaper of general circulation where the Applicant intends to provide service.

Accordingly, Voxnet, LLC, is hereby directed to publish the enclosed notice in a newspaper of general circulation in the areas involved and file proof of publication with the Commission on or before March 12, 2007.

The docket numbers for this Application are broken down as follows: Competitive Local Exchange Reseller in the Verizon Pennsylvania Service Area: A-311436F0002; Competitive Local Exchange Reseller in the United Telephone Company of PA, t/a Embarq PA Service Area: A-311436F0002AMA.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

cc: Jani Tuzinski, Bureau of Fixed Utility Services
William Quinlan, Vice President

DOCKETED

FEB 09 2007

DATE: February 12, 2007

SUBJECT: A-311436F0002
A-311436F0002AMA

DOCUMENT
FOLDER

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of Voxnet, LLC

We attach hereto a copy of the Application of Voxnet, LLC, for approval to provide the following telecommunications services in Pennsylvania:

- Competitive Local Exchange Reseller in Verizon Pennsylvania, Inc's Service Territory: A-311436F0002
- Competitive Local Exchange Reseller in the United Telephone Company of Pennsylvania, t/a Embarq Pennsylvania's Service Territory: A-311436F0002AMA

Applicant has been instructed to publish in a newspaper.

If no protests are received by March 12, 2007, will your Bureau please prepare a report for the attention of the Commission or instruct the Secretary's Bureau to re-assign this matter to the Office of Administrative Law Judge for hearing.

Attachment

cc: Law Bureau

ddt

DOCKETED

FEB 09 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE: 2/12/2007
RECEIPT NO: 205463

THOMAS M. FORTE
TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
WINTER PARK FL 32790-0200

IN RE: Application fees for VOXNET, LLC

Docket Number A-311436F0002 AND A-311436F0002AMA.....\$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 43201
CHECK AMOUNT: \$250.00

Michael Sobolesky
(for Department of Revenue)

**DOCUMENT
FOLDER**

DOCKETED
FEB 15 2007

RECEIVED
2007 FEB 13 AM 11:37
P.U.C. SECRETARY'S BUREAU