

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	4. PUBLIC MEETING DATE:
5. APPROVED BY:	:	00/00/00
DIRECTOR:	:	
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 09/04/07
8. DOCKET NO: R-00072655	:	9. EFFECTIVE DATE: 10/12/07

PARTY/COMPLAINANT: PUC

RESPONDENT/APPLICANT: US LEC OF PENNSYLVANIA INC

COMP/APP COUNTY:

UTILITY CODE: 310814

ALLEGATION OR SUBJECT

US LEC OF PENNSYLVANIA, INC D/B/A PAETEC BUSINESS SERVICES HAS FILED A PRICE LIST FOR IXC SERVICE, TO BECOME EFFECTIVE OCTOBER 10, 2007. THE COMPANY IS ALSO REQUESTING THE WITHDRAWL OF ITS EXISTING IXC TARIFFS.

**DOCUMENT
FOLDER**

DOCKETED
SEP 17 2007



PAETEC

September 4, 2007

ORIGINAL

James J. McNulty, Secretary
Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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DOCUMENT
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RE: Telephone - PA P.U.C. Price List

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. McNulty:

US LEC of Pennsylvania, Inc., d/b/a PAETEC Business Services respectfully requests the withdrawal of its' existing IXC tariffs and encloses one original and one copy of an initial Price List for IXC service. This filing bears an Issue date of September 12, 2007 and a requested Effective date of October 12, 2007.

Please acknowledge receipt of this filing by returning the duplicate copy of this letter in the stamped envelope provided. If you have any questions, please feel free to contact me at (585) 340-2709 or by email at Katherine.Hoagland@PAETEC.com.

Sincerely,

Katherine Hoagland
Tariff & Regulatory Analyst

Enclosures

158

US LEC of Pennsylvania Inc.
d/b/a PAETEC Business Services

Supplement #

R-00072655

Price List
Preface
Title Page

ORIGINAL

US LEC of Pennsylvania Inc.
d/b/a PAETEC Business Services

6801 Morrison Boulevard
Charlotte, North Carolina 28211

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**DOCUMENT
FOLDER**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

INTEREXCHANGE TOLL PRICE LIST (Long Distance)
IN THE
COMMONWEALTH OF PENNSYLVANIA

DOCKETED
SEP 17 2007

Issued: September 12, 2007

Effective: October 12, 2007

Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

SUPPLEMENT NO. – TELEPHONE PA P.U.C. IXC Price List

LIST OF MODIFICATIONS

CHANGES:

Issued: September 12, 2007

Effective: October 12, 2007

Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

Interexchange Toll Price List

Effective August 15, 2005, this price list replaces the US LEC Pennsylvania Tariff No. 3 tariff in accordance with Pennsylvania Docket No. L-00050170. This price list applies to the interexchange services furnished by US LEC of Pennsylvania Inc., d/b/a PAETEC Business Services, between one or more points in the Commonwealth of Pennsylvania. This price list may be inspected during normal business hours at US LEC of Pennsylvania Inc.'s, d/b/a PAETEC Business Services principal place of business.

Issued: September 12, 2007

Effective: October 12, 2007

Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of long distance services by US LEC of Pennsylvania Inc., d/b/a PAETEC Business Services, to customers within the Commonwealth of Pennsylvania.

Issued: September 12, 2007

Effective: October 12, 2007

Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish intrastate communications service pursuant to the terms of this price list 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 price list to obtain access to services offered by other service providers. The Company is responsible under this price list 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.

1.1.2 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 price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.3 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 price list, 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 price list. Customer 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. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price list;
 - 2) or, the Customer is using the service in violation of the law.
- E) This price list shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.4 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 1.6. 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, or the acts or omissions or negligence of the Company's employees or agents.
- 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, work stoppages, or other labor difficulties.

Issued: September 12, 2007

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Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.4 Liability of the Company (Cont'd)

- 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.
- 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 1.1.4(E) as a condition precedent to such installations.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.4 Liability of the Company (Cont'd)

- 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 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.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.5 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.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.6 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 price list. 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 the Company provided it.
- 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.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (cont'd)

1.1.6 Provision of Equipment and Facilities (cont'd)

G) 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 price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list 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.

1.1.7 Non-Routine Installation

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

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (cont'd)

1.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, 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.

1.1.9 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this price list remains in the Company, its agents or contractors.

SECTION 1 - REGULATIONS

1.2 Prohibited Uses

- A) 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.
- B) 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 regulations, policies, orders, and decisions of applicable regulatory bodies.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) 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 price list will apply.

SECTION 1 - REGULATIONS

1.3 Obligations of the Customer

1.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this price list;
- 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;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 1 - REGULATIONS

1.3 Obligations of the Customer (cont'd)

1.3.1 General (cont'd)

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 1 - REGULATIONS

1.3 Obligations of the Customer (cont'd)

1.3.2 Claims

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

- A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either 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.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements

1.4.1 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.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal 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.

1.4.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer upon receipt of the invoice.
- 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 upon receipt of the invoice. 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 rate basis. For this purpose, every month is considered to have 30 days.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.2 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 price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) A late payment penalty will be due to the Company upon any unpaid amount commencing 28 days after the date of the invoice. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice, multiplied by a late factor of 1.5% per month for business customers and 1.25% for residential customers.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refused to honor.
- G) Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over regulated charges. If a Customer does not give the Company notice of a billing or rate dispute within the above mentioned dispute period, the invoice and the charges levied shall be deemed to be reasonable, correct and binding on the Customer. Late payment penalties on unpaid charges disputed by and resolved in favor of the Customer shall be credited.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.2 Billing and Collection of Charges (cont'd)

- H) If service is disconnected by the Company in accordance with section 2.4.5 following and later restored, restoration of service will be subject to all applicable installation charges.
- I) The Company reserves the right to invoice a Customer for monthly recurring and usage based services rendered up to and including 24 months in arrears. The Company will allow a reasonable amount of time for payment to be received prior to late fee's being assessed.

1.4.3 Advance Payments

To safeguard its interests, the Company may require a 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. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.4 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 month's charges for a service or facility which 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 which has a minimum payment period of more than one month.
- 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. Return of residential customer deposits must be handled in accordance with APSC General Rule 8.
- D) Deposits held will accrue interest at a rate specified by the applicable regulatory bodies. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.5 Discontinuance of Service

- A) Upon nonpayment of any regulated amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 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.

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.5 Discontinuance of Service (cont'd)

- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) 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.
- F) Upon the Company's discontinuance of service to the Customer under Section 1.4.5(A) or 1.4.5(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 price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). For good cause shown, the applicable regulatory bodies may exempt a Customer from the penalties provided in this sub-section.

SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list 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 1.5.1 for the part of the service that the interruption affects.

1.5.1 Credit for Interruptions

- A). When service is interrupted for a period of at least 24 hours after notice by the Customer to the Company, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Company rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Company. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.
- (i) The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Company, pursuant to the terms of this price list, terminates service because of non-payment of bills or deposits due to the Company, unlawful or improper use of the Company's facilities or service, or any other reason covered by this price list or by applicable law.
- (ii) No allowance shall apply to any non-recurring or usage charges.

Issued: September 12, 2007

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Regulatory Manager, US LEC Corp.
6801 Morrison Boulevard
Charlotte, North Carolina 28211

SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service (Cont'd)

1.5.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this price list 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.

SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service (Cont'd)

1.5.3 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 which has been subject to the outage or cumulative service credits.

1.6 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 1.5.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 1.5.2.

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

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term.

SECTION 2 - APPLICATION OF RATES

2.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

2.2 Charges Based on Duration of Use

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

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

SECTION 2 - APPLICATION OF RATES

2.3 Rates Based Upon Distance

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

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

SECTION 2 - APPLICATION OF RATES

2.3 Rates Based Upon Distance (cont'd)

2.3.2 The airline distance between any two rate centers is determined as follows:

- A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
- B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C) Square each difference obtained in step (2) above.
- D) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G) FORMULA =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 2 - APPLICATION OF RATES

2.4 Time Periods Defined

2.4.1 Unless otherwise indicated herein:

All rate plans:

- A. Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri
- B. Evening: 5:00 - 11:00 p.m. - Sun-Fri
- C. Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days
8:00 a.m. - 11:00 p.m. - Saturday
8:00 a.m. - 5:00 p.m. - Sunday
- D. Holiday: For the following Holidays, the Evening Time Period rates are used, unless a lower rate would normally apply:

Christmas Day**	New Year's Day**
Martin Luther King Day*	Presidents Day*
Memorial Day*	Columbus Day*
Veterans Day**	Thanksgiving Day
Independence Day**	Labor Day

* Applies to Federally observed day only.

**When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday-calling rate applies to calls placed on the preceding Friday.

2.5 Bundled Rates Defined

Only outbound interstate, intraLATA, and intrastate 1+ calls will be included in the Company's bundled minutes packages, and only up to the number of minutes included in the contracted package; excess rates will be billed at the rate outlined in the terms of the Company's contract or price list.

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.1 Description

Message Telecommunications Services (“MTS”) consist of the furnishing of outbound message telephone service between telephone stations located within the state.

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.1 Option 1 (Domestic Direct Dial Long Distance)

Option 1 Service is a one-way, dial in-dial out multipoint service allowing customers to originate and terminate calls via Company provided local business telephone lines. Option 1 requires a minimum usage of \$100/month and a minimum term of 1 year. Option 1 is only available to customers who subscribe to Local Service with the Company. Billing is based on a 6 second initial increment with 6 second increments thereafter.

- A. Domestic Base Rate Per Minute \$0.155
- B. Domestic Toll Discounts

The following table displays the discounts on domestic direct dial long distance when the customer's minimum monthly usage from all services exceeds the corresponding usage level.

Minimum Monthly Usage	1 Year	2 Year	3 Year
\$100	0%	10%	20%
\$500	26%	30%	34%
\$750	34%	35%	37%
\$1000	40%	42%	43%
\$2000	48%	50%	51%
\$5000	48%	51%	53%
\$7500	52%	53%	54%
\$10000	53%	54%	55%

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.1 Option 1 (Domestic Direct Dial Long Distance) (cont'd)

C. IntraLATA Toll Calling

Note: Free Local Calling Areas Override Calling Bands

The following per minute usage charges apply for customer dialed and operator handled intraLATA calls:

IntraLATA Mileage Band	1 Year	2 Year	3 Year
Local	\$0.045(I)	\$0.04(I)	\$0.035(I)
0-10 miles	\$0.045(I)	\$0.04(I)	\$0.035(I)
11-16 miles	\$0.045(I)	\$0.04(I)	\$0.035(I)
17-22 miles	\$0.045(I)	\$0.04(I)	\$0.035(I)
23-30 miles	\$0.045(I)	\$0.04(I)	\$0.035(I)
31-40 miles	\$0.045(I)	\$0.04(I)	\$0.035(I)
41+ miles	\$0.045(I)	\$0.04(I)	\$0.035(I)

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.2 Advantage Calling Plan

The Advantage Plan offers long distance service to the Company's local customers who are seeking one-stop shopping for their telecommunications needs. Customers seeking to subscribe to the Plan must subscribe to the Company's local exchange service or to the Company's LD Only T1 Service at a minimum of one location.

In addition to low base rates, the Plan also offers special rates to all points in specific area codes regardless of the point of call origination. Additional codes will be added as they become available for Advantage subscribers.

Locations served by dedicated circuits will be billed on the basis of an initial billing increment of 6 seconds, with additional increments of 6 seconds. Locations where Advantage service is offered on a switched basis will be billed on the basis of a minimum billing increment of 18 seconds, with 18-second increments thereafter. All inbound traffic will be billed on the basis of an initial billing increment of 18 seconds, with 18-second increments thereafter. There is a minimum charge of one cent on each completed call.

Calls completed to, and incoming toll-free calls completed from, the following area codes are eligible for the Advantage Plan rates:

215 267 412 445 484 610 724 835 878

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.2 Advantage Calling Plan (cont'd)

Per Minute Rates:

Commitment Levels	Non-Advantage Area		Advantage Area	
	Dedicated	Switched	Dedicated	Switched
\$500	\$ 0.085(I)	\$ 0.115(I)	\$ 0.065(I)	\$ 0.115(I)
\$750	\$ 0.085(I)	\$ 0.115(I)	\$ 0.065(I)	\$ 0.115(I)
\$1,000	\$ 0.085(I)	\$ 0.115(I)	\$ 0.065(I)	\$ 0.115(I)
\$2,500	\$ 0.085(I)	\$ 0.115(I)	\$ 0.065(I)	\$ 0.115(I)
\$3,500	\$ 0.065(I)	\$ 0.0975(I)	\$ 0.055(I)	\$ 0.0975(I)
\$5,000	\$ 0.065(I)	\$ 0.0975(I)	\$ 0.055(I)	\$ 0.0975(I)
\$7,500	\$ 0.065(I)	\$ 0.0975(I)	\$ 0.055(I)	\$ 0.0975(I)
\$10,000	\$ 0.065(I)	\$ 0.0975(I)	\$ 0.055(I)	\$ 0.0975(I)
\$20,000	\$ 0.065(I)	\$ 0.0975(I)	\$ 0.055(I)	\$ 0.0975(I)

Non-Local IntraLATA Dedicated Toll Rates

Commitment Levels				
\$500	\$ 0.045(I)			
\$750	\$ 0.045(I)			
\$1,000	\$ 0.045(I)			
\$2,500	\$ 0.045(I)			
\$3,500	\$ 0.045(I)			
\$5,000	\$ 0.045(I)			
\$7,500	\$ 0.045(I)			
\$10,000	\$ 0.045(I)			
\$20,000	\$ 0.045(I)			

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.3 Flat Rate Toll Plan

The Flat Rate Toll Plan offers customers discount toll rates for intrastate calling. This plan has no monthly recurring charge, and the customer must meet only the \$500 monthly billing minimum for all combined services. The Flat Rate Toll Plan may also be used in conjunction with other calling plans. Customers must have the Company selected as both their intraLATA and interLATA Primary Interexchange Carrier (2-PIC) in order for the Company to be able to properly rate the calls.

<u>Type of Call</u>	<u>Per Minute</u>
Intrastate InterLATA Toll	\$0.105
Intrastate IntraLATA Toll	\$0.105

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.4 Switched Long Distance

The Company's Switched Long Distance service offers smaller single and multi-line business customers the ability to select the Company as their Presubscribed Interexchange Carrier for the completion of calls from specified locations. Switched Long Distance can be used *in conjunction* with other Company toll products or as a stand-alone offering. Switched Long Distance is available throughout the entire Company service area. However, Switched Long Distance will not be available from payphones, cellular phones or from presubscribed CLEC lines. Locations where Switched Long Distance service is offered will be billed on the basis of a minimum billing increment of 30 seconds, with 6 second increments thereafter.

<u>Type of Call</u>	<u>Per Minute</u>
Intrastate InterLATA Toll	\$0.13
Intrastate IntraLATA Toll	\$0.13

A Monthly Recurring Charge (MRC) is required for any and all locations as follows:

	<u>Per Line</u>
Multi-line Business	\$4.25
Centrex Lines	\$2.00

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE

3.2 Rates

3.2.5 Power T II Calling Plan

Power T II Calling Plan is available to Customers on a bundled basis. The Customer selects the bundle of minutes in the plan that best suits their business needs and receives up to and including the number of minutes of use for a flat rate. Once the Customer exceeds the minutes in the plan, additional minutes are billed at the rates specified below.

<u>IntraLATA Bundles</u>	<u>MRC</u>
1000 minutes	\$50.00
2500 minutes	\$125.00
5000 minutes	\$225.00
7500 minutes	\$325.00
10,000 minutes	\$425.00
15,000 minutes	\$625.00
20,000 minutes	\$800.00
25,000 minutes	\$975.00
35,000 minutes	\$1350.00
40,000 minutes	\$1500.00
50,000 minutes	\$1850.00
75,000 minutes	\$2750.00
100,000 minutes	\$3500.00

Excess minutes – intrastate \$0.075, interstate \$0.055

<u>Domestic LD Bundles</u>	<u>MRC</u>
1000 minutes	\$50.00
2000 minutes	\$100.00
2500 minutes	\$125.00
4000 minutes	\$175.00
5000 minutes	\$225.00
7500 minutes	\$325.00
10,000 minutes	\$425.00
15,000 minutes	\$625.00
20,000 minutes	\$800.00
25,000 minutes	\$975.00
35,000 minutes	\$1350.00
40,000 minutes	\$1500.00
50,000 minutes	\$1850.00
75,000 minutes	\$2750.00
100,000 minutes	\$3500.00

Excess minutes – intrastate \$0.075, interstate \$0.055

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SECTION 4 – TOLL FREE SERVICE

4.1 Description

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800/888/877 area codes assigned to the Customer. Calls are billed on the basis of an 18-second initial increment, and 6-second increments thereafter.

4.2.1 Rates

4.2.1 Option 3 (Dedicated Toll Free Service)

Option 3 is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800/888/877 area codes assigned to the Customer. Option 3 is only available to customers who subscribe to local service with the Company.

A. Domestic Base Rate Per Minute \$0.155

B. Domestic Toll Free Discounts

Minimum Monthly Usage	1 Year	2 Year	3 Year
\$100	0%	10%	20%
\$500	10%	20%	25%
\$750	20%	25%	30%
\$1000	25%	30%	34%
\$2000	30%	34%	36%
\$5000	34%	36%	37%
\$7500	36%	37%	38%
\$10000	37%	38%	39%

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SECTION 4 – TOLL FREE SERVICE

4.2 Rates (cont'd)

4.2.2 Advantage Plan Toll Free Calling

Toll Free Calling is offered in conjunction with a subscription to the Advantage Calling Plan.

Per Minute Rates:

Commitment Levels	Non-Advantage Area		Advantage Area	
	Dedicated	Switched	Dedicated	Switched
\$500	\$ 0.085	\$ 0.125	\$ 0.065	\$ 0.105
\$750	\$ 0.085	\$ 0.125	\$ 0.065	\$ 0.105
\$1,000	\$ 0.085	\$ 0.125	\$ 0.065	\$ 0.105
\$2,500	\$ 0.085	\$ 0.125	\$ 0.065	\$ 0.105
\$3,500	\$ 0.065	\$ 0.105	\$ 0.055	\$ 0.09
\$5,000	\$ 0.065	\$ 0.105	\$ 0.055	\$ 0.09
\$7,500	\$ 0.065	\$ 0.105	\$ 0.055	\$ 0.09
\$10,000	\$ 0.065	\$ 0.105	\$ 0.055	\$ 0.09
\$20,000	\$ 0.065	\$ 0.105	\$ 0.055	\$ 0.09

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SECTION 4 – TOLL FREE SERVICE

4.2 Rates (cont'd)

4.2.3 Flat Rate Toll Free Plan

The Flat Rate Toll Plan offers customers discount toll rates for intrastate toll free calling. This plan has no monthly recurring charge, and the customer must meet only the \$500 monthly billing minimum for all combined services. The Flat Rate Toll Plan may also be used in conjunction with other calling plans. Customers must have the Company selected as both their intraLATA and interLATA Primary Interexchange Carrier (2-PIC) in order for the Company to be able to properly rate the calls.

<u>Type of Call</u>	<u>Per Minute</u>
Intrastate InterLATA Toll	\$0.105
Intrastate IntraLATA Toll	\$0.105

SECTION 4 – TOLL FREE SERVICE

4.2 Rates (cont'd)

4.2.4 Switched 800

Switched 800 service is an inbound only service in which callers located within the State may place toll-free calls to a telephone in the toll free area codes assigned to the Customer. Switched 800 service is only available to customers who subscribe to Local Service with the Company. Locations where Switched Long Distance service is offered will be billed on the basis of a minimum billing increment of 30 seconds, with 6 second increments thereafter.

<u>Type of Call</u>	<u>Per Minute</u>
Calls to all areas	\$0.13

Switched 800 service subscribers will also be subject to a monthly recurring charge for each location subscribed.

Monthly Recurring per Location	\$20.00
--------------------------------	---------

SECTION 5 – OTHER SERVICE ARRANGEMENTS

5.1 Frame Relay Service

5.1.1 Frame Relay Description

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. FRS routes Frame Relay Data Units between a customer's premises, within a LATA, using assigned Permanent Virtual Circuits (PVCs) provided via a dedicated Frame Relay Subscriber Network Access Line and a switch dedicated to FRS and other high-speed data services.

A Frame Relay Subscriber Network Access Line (NAL) is a dedicated digital line, utilizing the Frame Relay User to Network Interface standards. A Frame Relay Subscriber NAL provides connectivity from the customer's premises to the telephone company hub or serving wire center. The effective data rate of the line is 56/64 kbps for narrowband connectivity and 1.536 Mbps for wideband connectivity.

Each Frame Relay Data Unit is routed through the Frame Relay Network with an address that specifies the PVC connection. A PVC connection is a virtual connection between two Frame Relay Subscriber NALs, e.g. customer's premises.

Each Frame Relay Subscriber NAL is assigned at least one PVC. However, a customer may elect to subscribe to multiple PVCs. Additional PVCs are provisioned over the Frame Relay Subscriber NAL via address mapping, which enable the customer to route Frame Relay Data Units via virtual connections to multiple locations.

Frame Relay Service is available only where technically feasible and where the Company has adequate facilities in place to provision it.

SECTION 5 – OTHER SERVICE ARRANGEMENTS

5.1 Frame Relay Service (cont'd)

5.1.2 Frame Relay Rates

<u>T-1 Access Digital Facility</u> (Data Only)	<u>Monthly Recurring Charges</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Schedule 1	\$500.00	\$350.00	\$300.00
Schedule 2	\$600.00	\$450.00	\$400.00
Schedule 3	\$700.00	\$550.00	\$500.00
Remote	\$1150.00	\$1000.00	\$900.00
<u>Data Port</u> – one per circuit endpoint	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
56K	\$40.00	\$30.00	\$25.00
128K	\$80.00	\$60.00	\$50.00
256K	\$160.00	\$120.00	\$100.00
384K	\$240.00	\$180.00	\$150.00
512K	\$320.00	\$240.00	\$200.00
<u>Cross Connect</u> – one per circuit endpoint	\$100.00	\$75.00	\$50.00
<u>Committed Information Rate</u> ¹	<u>Zone A</u>	<u>Zone B</u>	<u>Zone C</u>
32K	\$25.00	\$125.00	\$175.00
56K	\$50.00	\$250.00	\$350.00
128K	\$50.00	\$300.00	\$400.00
256K	\$50.00	\$300.00	\$500.00
384K	\$100.00	\$400.00	\$750.00
512K	\$100.00	\$500.00	\$950.00
1024K	\$300.00	\$1000.00	\$1800.00

Non-Recurring Charges

Per T-1 Access Facility Installation \$1250.00

¹Zone A is IntraLATA, Zone B is InterLATA and terminating on the Company Network, Zone C is interLATA and terminating off the Company network

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Operator Services

6.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Network Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

6.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Operator Services (cont'd)

6.1.3 Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 6.2.3 and Section 6.3.2 will apply in addition to any applicable Operator charges.

In addition to usage charges at the Company's non-committal rate, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person	\$4.90
Collect Calling	\$2.25
Third Number Billing	\$2.35
Operator Dialed Surcharge	\$1.15
Calling Card	\$0.80

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SECTION 6 - MISCELLANEOUS SERVICES

6.2 Busy Line Verify and Line Interrupt Service

6.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.2.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 6 - MISCELLANEOUS SERVICES

6.2 Busy Line Verify and Line Interrupt Service (cont'd.)

6.2.2 Regulations (cont'd.)

- B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 6.2.2(a) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.2.3 Rates

	<u>Per Call</u>
Busy Line Verify Service	\$0.95
Busy Line Verify and Busy Line Interrupt Service	\$1.40

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Charlotte, North Carolina 28211

SECTION 6 - MISCELLANEOUS SERVICES

6.3 Directory Assistance

6.3.1 Description

A Customer may obtain Directory Assistance in determining telephone numbers within the Commonwealth of Pennsylvania by calling the Directory Assistance operator.

6.3.2 Rates

A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each call is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. Customers will receive 2 free calls per line or trunk per month, and may request up to 2 numbers with each Directory Assistance call. Once a Customer exhausts their free calls the rate below will apply. However, Customers are not limited to the amount of numbers they may request with each call.

Per Directory Assistance Call \$1.50

B) A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

SECTION 6 - MISCELLANEOUS SERVICES

6.4 Service Implementation

6.4.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

6.4.2 Rates

Per Service Order	\$50.00
Per Service Order entered via Power View or Customer Service	\$15.00

6.5 Restoration of Service

6.5.1 Description

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

6.5.2 Rates

Per Occasion	\$25.00
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SECTION 6 - MISCELLANEOUS SERVICES

6.6 Payphone Surcharge

6.6.1 Description

The Company charges a surcharge for 1-8XX and dial-around (101XXXX) calls originating from any payphone used to access the Company network where those charges are not otherwise collected at the payphone or by the payphone service provider. The charge is in addition to standard tariffed usage charges and surcharges.

6.6.2 Rates

Per call \$0.50

6.7 Calling Card (Post Paid)

6.7.1 Description

Post Paid Calling Cards provide Customers the ability to complete telephone calls from any touch tone phone while directing billing for such calls to their Company account. The Calling Card is a proprietary, 800 number based, calling card product. A distinctive 800/888/877 number, unique to the Company, is provided upon a unique physical card. Usage will be billed by the Company to the Customer's Company account, broken out by individual user card number.

6.7.2 Rates

Per minute \$0.19

SECTION 6 - MISCELLANEOUS SERVICES

6.8 Circuit Switched Data

Circuit Switched Data allows customers to initiate 56/64 Kbps calls over the public switched network that can be used for services including, video conferencing, high speed data transfer, digital audio broadcasting, Group IV facsimile, and remote LAN access. Multiple channels can be bonded to provide effective transfer rates from 56 Kbps to 384 Kbps. The minimum initial billing increment is 30 seconds and each additional increment is 6 seconds.

Rates

Intrastate	\$0.145 per minute
Interstate	\$0.100 per minute
Offshore*	\$0.400 per minute

*Offshore refers to Hawaii, Alaska, Puerto Rica, US Virgin Islands, and Guam.



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September 25, 2007

R-00072655

ORIGINAL

James J. McNulty, Secretary
Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

SEP 26 2007

RE: Docket # R-00072655
Telephone – PA P.U.C. Price List

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. McNulty:

US LEC of Pennsylvania, Inc., d/b/a PAETEC Business Services respectfully submits the requested revised pages so as to be sufficiently formatted. Please find enclosed one set of original revised revised pages as well as 3 copies.

Please acknowledge receipt of this filing by returning the duplicate copy of this letter in the stamped envelope provided. If you have any questions, please feel free to contact me at (585) 340-2709 or by email at Katherine.Hoagland@PAETEC.com.

Sincerely,

Katherine Hoagland
Tariff & Regulatory Analyst

Enclosures

Cc: J. Elaine McDonald, Fixed Utility Financial Analyst

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K-00072655

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6801 Morrison Boulevard
Charlotte, North Carolina 28211

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SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (Cont'd)

1.1.3 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 price list, 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 price list. Customer 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. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price list;
 - 2) or, the Customer is using the service in violation of the law.
- E) This price list shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company (cont'd)

1.1.6 Provision of Equipment and Facilities (cont'd)

- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list 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.

1.1.7 Non-Routine Installation

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

SECTION 1 - REGULATIONS

1.4 Payment Arrangements (cont'd)

1.4.5 Discontinuance of Service (cont'd)

- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) 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.
- F) Upon the Company's discontinuance of service to the Customer under Section 1.4.5(A) or 1.4.5(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 price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). For good cause shown, the applicable regulatory bodies may exempt a Customer from the penalties provided in this sub-section.

SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list 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 1.5.1 for the part of the service that the interruption affects.

1.5.1 Credit for Interruptions

- A) When service is interrupted for a period of at least 24 hours after notice by the Customer to the Company, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Company rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Company. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.
- (i) The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Company, pursuant to the terms of this price list, terminates service because of non-payment of bills or deposits due to the Company, unlawful or improper use of the Company's facilities or service, or any other reason covered by this price list or by applicable law.
- (ii) No allowance shall apply to any non-recurring or usage charges.

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SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service (Cont'd)

1.5.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this price list 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.

SECTION 1 - REGULATIONS

1.5 Allowances for Interruptions in Service (Cont'd)

1.5.3 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 which has been subject to the outage or cumulative service credits.

1.6 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 1.5.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 1.5.2.

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

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term.

SECTION 2 - APPLICATION OF RATES

2.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

2.2 Charges Based on Duration of Use

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

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

SECTION 4 – TOLL FREE SERVICE

4.1 Description

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800/888/877 area codes assigned to the Customer. Calls are billed on the basis of an 18-second initial increment, and 6-second increments thereafter.

4.2 Rates

4.2.1 Option 3 (Dedicated Toll Free Service)

Option 3 is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800/888/877 area codes assigned to the Customer. Option 3 is only available to customers who subscribe to local service with the Company.

- A. Domestic Base Rate Per Minute \$0.155
- B. Domestic Toll Free Discounts

Minimum Monthly Usage	1 Year	2 Year	3 Year
\$100	0%	10%	20%
\$500	10%	20%	25%
\$750	20%	25%	30%
\$1000	25%	30%	34%
\$2000	30%	34%	36%
\$5000	34%	36%	37%
\$7500	36%	37%	38%
\$10000	37%	38%	39%

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SECTION 5 – OTHER SERVICE ARRANGEMENTS

5.1 Frame Relay Service (cont'd)

5.1.2 Frame Relay Rates

T-1 Access Digital Facility

(Data Only)	Monthly Recurring Charges		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Schedule 1	\$500.00	\$350.00	\$300.00
Schedule 2	\$600.00	\$450.00	\$400.00
Schedule 3	\$700.00	\$550.00	\$500.00
Remote	\$1150.00	\$1000.00	\$900.00

Data Port –one per circuit endpoint

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
56K	\$40.00	\$30.00	\$25.00
128K	\$80.00	\$60.00	\$50.00
256K	\$160.00	\$120.00	\$100.00
384K	\$240.00	\$180.00	\$150.00
512K	\$320.00	\$240.00	\$200.00

Cross Connect – one per circuit endpoint	\$100.00	\$75.00	\$50.00
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Committed Information Rate¹

	<u>Zone A</u>	<u>Zone B</u>	<u>Zone C</u>
32K	\$25.00	\$125.00	\$175.00
56K	\$50.00	\$250.00	\$350.00
128K	\$50.00	\$300.00	\$400.00
256K	\$50.00	\$300.00	\$500.00
384K	\$100.00	\$400.00	\$750.00
512K	\$100.00	\$500.00	\$950.00
1024K	\$300.00	\$1000.00	\$1800.00

Non-Recurring Charges

Per T-1 Access Facility Installation	\$1250.00
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¹Zone A is IntraLATA, Zone B is InterLATA and terminating on the Company Network, Zone C is interLATA and terminating off the Company network

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SECTION 6 - MISCELLANEOUS SERVICES

6.6 Payphone Surcharge

6.6.1 Description

The Company charges a surcharge for 1-8XX and dial-around (101XXXX) calls originating from any payphone used to access the Company network where those charges are not otherwise collected at the payphone or by the payphone service provider. The charge is in addition to standard tariffed usage charges and surcharges.

6.6.2 Rates

Per call	\$0.50
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6.7 Calling Card (Post Paid)

6.7.1 Description

Post Paid Calling Cards provide Customers the ability to complete telephone calls from any touch tone phone while directing billing for such calls to their Company account. The Calling Card is a proprietary, 800 number based, calling card product. A distinctive 800/888/877 number, unique to the Company, is provided upon a unique physical card. Usage will be billed by the Company to the Customer's Company account, broken out by individual user card number.

6.7.2 Rates

Per minute	\$0.19
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