

COMPETITIVE ACCESS PROVIDER TARIFF

A Tariff describing terms of service to be provided by
Crowe Consulting, Inc. **d/b/a Fiber Access**
For Services within the Commonwealth of Pennsylvania.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

CHECK SHEET

The 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.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	8.3	Original	21	Original
2	Original	9	Original	22	Original
3	Original	10	Original	22.1	Original
4	Original	11	Original	23	Original
4.1	Original	12	Original	23.1	Original
4.2	Original	13	Original	24	Original
4.3	Original	14	Original	25	Original
4.4	Original	15	Original	25.1	Original
5	Original	16	Original	26	Original
6	Original	16.1	Original		
7	Original	17	Original		
8	Original	18	Original		
8.1	Original	19	Original		
8.2	Original	20	Original		

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

TABLE OF CONTENTS

Section	Sheet No.
Title Page	1
Check Sheet	2
Table of Contents	3
Technical Terms	4.1
Regulations	5
Individualized Construction	10
Prohibited Uses	11
Liability of Client	12
Rules	13
Services	23
Rate Categories	25
Rates	26

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

1. Symbols, reference marks, and abbreviations of technical terms used in this tariff.

The following letters shall be symbolic of the corresponding modification of existing rules, regulations or rates:

- | | |
|-----|------------------------------|
| (I) | To signify increased rate |
| (D) | To signify decreased rate |
| (C) | To signify all other changes |

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

2. TECHNICAL TERMS

Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

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

Authorized User: A person, firm or corporation which is authorized by the client or joint user to be connected to the service of the client or joint user, respectively.

Bit: The term "Bit" denotes the smallest unit of information in a binary system of notation.

Carrier: Refers to Crowe Consulting, Inc. d/b/a Fiber Access.

Point of Presence: Location of Carrier's terminals in each location used to originate or terminate interexchange transmissions.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Commission: Pennsylvania Public Utilities Commission

Channel/Circuit: A communications path between two or more points.

Client: The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 2. TECHNICAL TERMS

Dark Fiber: Dark fiber refers to unused fiber-optic cable. The dark strands can be used by individuals or other companies who want to establish optical connections among their own locations. The company or individual provides the necessary components to make it functional.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Digital Data Service:

Transport of data-grade digitized and synchronized signals, as opposed to voice-grade analog signals.

Dim Fiber: Fiber capacity that is normally provided in bandwidth increments, with or without all, or a portion of the associated electronics.

Fiber Access: Access to the Network or a portion of the Network.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 2. TECHNICAL TERMS

Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Interruption: A condition whereby the service or portion of the service is inoperative, beginning at the time of notice by the Customer to Carrier that such service is inoperative, and ending at the time of restoration.

Interruption in Service: When the Client is unable to transmit or receive over the Network, because of a failure of a component furnished by the Company under this tariff. Interruption shall 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 Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Multiplexing: The sequential combining of lower bit rate services onto a higher bit rate service for more efficient facility capacity usage, or the reciprocal equation, one channel to many or many channels to one.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service: Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Pennsylvania.

Non-recurring Charges: One time charges.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 2. TECHNICAL TERMS

Secondary Service Provider: A telecommunications provider that does not provide service to individual consumers, but rather to volume clients.

Service Order: The written request for dedicated 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. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User: A customer, joint user, or any other person authorized by a Client to use service provided under this tariff.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

3. APPLICATION OF TARIFF

- 3.1 This tariff applies to intrastate access services provided to Clients for the provision of point to point access for transmission and reception of voice and or data streams.

4. REGULATIONS

4.1 Undertakings of Crowe Consulting, Inc. (the "Company")

- 4.1.1 It is the Company's intention to utilize the name Fiber Access a Division of Crowe Consulting, Inc., to describe itself to Clients.

4.1.2 SCOPE

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this tariff. The Company undertakes to keep the P.U.C. fully informed concerning its offerings of services and the applicable rates as fall under the Jurisdiction of the Pennsylvania Public Utilities Commission.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

4.1.3 SHORTAGE OF FACILITIES

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of lack of transmission capacity or because of any causes beyond its control.

4.1.4 TERMS AND CONDITIONS

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.

Clients may be required to enter 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. Clients will also be required to execute any other documents as may be reasonably requested by the company.

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.

4.1.5 GOVERNING LAW

This Tariff shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.

4.1.6 INFORMAL COMPLAINTS

The Bureau of Consumer Services will have primary jurisdiction over informal complaints.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

4.1.7 LIMITATIONS ON LIABILITY

4.1.7.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (A) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, or other defects, representatives, or use of these services or (B) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Client for interruptions of service as set forth in this tariff.

4.1.7.2 Except for the extension of allowances to the Client for interruptions in service as set forth in this tariff, the Company shall not be liable to a Client or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including but not limited to: loss of revenue for profits for any reason whatsoever, including, but not limited to: any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

4.1.7.3 The liability of the Company for errors in billing that result in overpayment by the Client shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 4.1.7 LIMITATIONS ON LIABILITY

4.1.7.4 The Company shall not be liable for any claims for losses or damages involving: Any act or omission of: (a) the Client, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen; Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of Nature, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Client or third parties; and any law, order, regulation or other action of any governing authority or agency thereof; Any unlawful or unauthorized use of the Company's facilities and services; Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or services; or by means of the combination of Company provided facilities or services with Client provided facilities or services; Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 4.1.7 LIMITATIONS ON LIABILITY

(cont'd) 4.1.7.4 The Company shall not be liable for any claims for losses or damages involving:

Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Client obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Client, in which event the Company's liability is limited as set forth in this tariff; Defacement of or damage to Client premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof; Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Client, or the construction, installation, maintenance, presence, use or removal of the Client's facilities or equipment connected, or to be connected to the Company's facilities; Any intentional, wrongful act of a Company employee when such act is not within the nature or within the scope of the employee's responsibilities within the Company and/or the act is not authorized by the Company; Any representations made by the Company employees that do not comport, or that are inconsistent, with the provisions of this tariff; Any non-completion of calls due to network busy conditions; Any calls not actually attempted to be completed during any period that service is unavailable.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 4.1.7 LIMITATIONS ON LIABILITY

4.1.7.5 The Company shall be indemnified, defended and held harmless by the Client or end user from and against all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney's fees, whether suffered, made instituted, or asserted by the Client or any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, including environmental contamination, whether owned by the Client or by any other party, caused or claimed to have been caused directly or indirectly by the installation, location, use or removal of any Company or Client equipment or facilities or service provided by the Company.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 4.1.7 LIMITATIONS ON LIABILITY

4.1.7.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The company shall be indemnified, defended and held harmless by the Client from and against any and all claims, loss demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made instituted or asserted by the Client or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Client or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Client, even if the Company has acted as the Client's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

4.1.7.7 Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within (30) days after the date of the occurrence that gave rise to the claim.

4.1.7.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF THE LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

4.2 TESTING THE LINES

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Client for the period during which the Company makes such tests, adjustments, or inspections.

4.3 SECONDARY SERVICE PROVIDER

4.3.1 The Company under this Tariff is a secondary service provider to the ultimate end user of telecommunications services. Therefore, except as may be otherwise noted, Client-provided station equipment at the Client's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

4.3.2 The company shall not be responsible for the installation, operation or maintenance of any Client-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 4.3.2.1 the through transmission of signals generated by Client-provided equipment or for the quality of, or defects in, such transmission; or
- 4.3.2.2 the reception of signals by Client-provided equipment; or
- 4.3.2.3 network control signaling where such signaling is performed by Client-provided network control signaling equipment.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

5. INDIVIDUAL CONSTRUCTION ARRANGEMENTS

5.1 Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, individualized construction of facilities may be undertaken on a reasonable efforts basis at the request of the Client. Individualized construction is that construction undertaken:

- 5.1.1 where facilities are not presently available, and there is no other requirement for the facilities to so be constructed;
- 5.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 5.1.3 over a route other than that which the Company would normally construct;
- 5.1.4 on an expedited basis;
- 5.1.5 on a temporary basis until permanent facilities are available;
- 5.1.6 involving abnormal costs; or
- 5.1.7 in advance of its normal construction.
- 5.1.8 unexpected make-ready costs

5.2 Charges for individualized construction will be determined on an Individual Cost Basis. Individualized construction may be indicated by means of special, extraordinary or any other word of appellation which would denote unique costs or circumstances.

6. OWNERSHIP

Nothing in this Tariff shall be so construed so as to affect the natural Title possessed by the Company, its agents, contractors or suppliers in all of its facilities.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

7. PROHIBITED USES

7.1 The services the Company offers shall not be used for any unlawful purpose or for any use which the Client has not obtained all required governmental approvals, authorization, licenses, consents and permits.

7.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.

7.3 The Company, 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 Client to transfer its existing service to another entity if the existing Client has paid all charges owed to the Company for regulated access 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.

8. CLIENT PREMISES PROVISION

8.1 The Client shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Client.

8.2 The Client shall be responsible for providing Company personnel access to the premises of the Client at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

9. LIABILITY OF THE CLIENT

9.1 The Client will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Client, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

9.2 To the extent caused by any negligent or intentional act of the Client as described in the preceding paragraphs, THE CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for EITHER any loss, destruction or damage to property of any third party, OR the death or injury to persons, including, but not limited to, employees or invitees of either party, AND any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

9.3 The Client shall not assert any claim against any other Client or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Client or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the Company. nothing in this Tariff is intended either to limit or to expand the Client's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10. RULES

10.1 MINIMUM SERVICE PERIOD

The minimum period of service is one month except as otherwise provided for in this Tariff. The Client must pay the regular tariff rate for the service they subscribe to for the minimum period of service. If a Client disconnects service before the end of the minimum service period, that Client is responsible for paying the regular rates for the remainder of the remaining service period. When the service is moved from within a building to, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Client has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of the condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Client, the Client is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Client at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Client if the new Client agrees in writing to accept them. For facilities not taken over by the new Client, the original Client is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

10.2 INTERCONNECTION OF FACILITIES

In order to protect the Company's facilities and personnel and the services furnished to other Clients by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as to not cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Client's expense.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.3 INSPECTIONS

The Company may, upon notification to the Client, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Client-provided equipment and in the wiring of the connection of Client channels to Company-owner facilities.

If the protective requirements in connections with Client provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Client by registered mail in writing of the need for protective action. In the event that the Client fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Client with a statement of technical parameters that the Client's equipment must meet.

10.4 EQUIPMENT

Client-provided terminal equipment on the premises of the Client or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Client, authorized user, or joint user.

The Client or other authorized user is responsible for ensuring that Client-provided equipment connected to the 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 Clients expense.

10.5 INTERCONNECTION

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

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.6 ADVANCES

To safeguard its interests, the Company may require a Client to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges or other length of time consistent with the underlying agreement. In addition, where individualized construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the individualized construction and recurring charges for a period to be set between the Company and the Client. The advances will be credited to the Client's initial bill. An advance may be required in addition to any deposit.

10.7 DEPOSITS

To safeguard its interests, the Company may require a Client to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Client of the responsibility for the prompt payment of bills on presentation.

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

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Client'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 Client's account. If the amount of the deposit is insufficient to cover the balance due to the Client's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to Client.

10.8 PAYMENTS

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

10.9 TAXES

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

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.10 BILLING AND COLLECTIONS

The Client is responsible for payment of all charges incurred by the Client or other users for services and facilities furnished to the Client by the Company.

Non-recurring charges are due and payable within 30 days after the date of the invoice. Recurring Charges shall be due and payable within 30 days after the date of the monthly invoice presented to Client by the Company. Usage charges will be billed monthly for the preceding billing period.

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.

Billing of the Client by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Client 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 facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that service, circuit, arrangement or component is discontinued.

Late fees will be assessed.

Upon initial notification of any dispute after a 90 day due diligence period for research and investigation, Complaints by Clients concerning payments and/or billing may be filed with the:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105
717-783-1740
800-782-1110
717-783-5659 Fax

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 10.10 BILLING AND COLLECTIONS

The Company may discontinue or suspend service for non-payment provided the Company give Client 24 hours notice of intent to discontinue.

Because of the violation of any other term or terms material to either this tariff or the provision of service to the Client, the Company may discontinue or suspend service provided the Company give Client 24 hours notice of intent to discontinue.

Casualty or impossibility of any facilities beyond hope of repair will permit the Company to suspend and/or discontinue service to Client with notice.

Upon governmental order with a reasonable showing of proper jurisdiction the Company may immediately discontinue service without incurring any liability.

If there is fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Client will be liable for all related costs. The Client will also be responsible for payment of any reconnection charges.

The Company may collect all payments foreseeably due under the contract to the end of its term discounted for the present issue by the applicable federal rate at the time upon the fraudulent or criminal usage of its fibers or network.

Clients shall provide Company with at least 30 days notice of desire to discontinue service.

The Company will reimburse interest on overpayment if the Company fails to refund (offer the funds to Client) within 30 days.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

A credit allowance will be given when service is interrupted, except if otherwise specified. A service is interrupted when it becomes inoperative to the Client, e.g., the Client is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

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

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

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.12 LIMITATIONS

NO credit allowance will be made for ANY interruption:

- i. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Client of other common carriers connected to the service of the Company;
- ii. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- iii. Due to circumstance or causes beyond the control of the Company;
- iv. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- v. That occurs or continues due to the Client's failure to authorize replacement of any element of individualized construction; and
- vi. That was not reported to the Company within 30 days of the date that service was affected.

If the Client uses another means of communication during the period of interruption, the Client must pay the charges for the alternative service used without regard to the interruption.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.13 CREDITS AS APPLIED TO AN INTERRUPTION

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

Every month is considered to have 30 days for the purposes of these calculations.

A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.14 CREDIT PERIODS

Duration of interruption	Time Credited
<30 minutes	NONE
30" up to 3 hr.	1/8 day
3 hr. up to 6 hr.	1/4 day
6 hr. up to 9 hr.	3/8 day
9 hr. up to 12 hr.	1/2 day
12 hr. up to 15 hr.	5/8 day
15 hr. up to 18 hr.	3/4 day
18 hr. up to 21 hr.	7/8 day
21 hr. up to 24 hr.	1 day

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions of over 72 hours will be credited 1.5 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.15 TERMINATIONS

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, Client agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

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

- i. All unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Client, plus;
- ii. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Client, plus;
- iii. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- iv. minus a reasonable allowance for costs avoided by the Company as a direct result of Client's cancellation.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

10.16 UNAUTHORIZED USE OF FIBER ACCESS

Unauthorized use of the Network occurs when: a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or a person or entity that otherwise has actual, apparent or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

The following activities constitute fraudulent use:

- i. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- ii. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- iii. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, and limited only by the imagination of criminals, toll and PBX fraud perpetrated by Users who gain access to a Client's facilities, account numbers, security or authorization codes, etc.). Clients should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 10.16 UNAUTHORIZED USE OF FIBER ACCESS

Except as may be provided elsewhere, the Client is responsible for payment of all charges for services provided under this Tariff furnished to the Client or Client user. This responsibility is not changed due to any use, misuse, or abuse of the Client's service or Client-provided equipment by Users or other third parties, the Client's employees, or the public.

The Client is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

The Client is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

11. SERVICES:

-Point to Point or Multipoint:

Point to Point is the provision of a line connecting two points according to the customer's designation, either on a directly connected basis or through a hub where multiplexing functions are performed.

Where available the Company will offer multipoint services enabling clients to connect more than one point to the same transmission. Multipoint services connect three or more Client designated premises through a hub. There is no limitation on the number of points connected by means of this service.

-Dark Fiber Services:

Charges will be provided on an individual cost basis ICB, as filed with the Pennsylvania P.U.C. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company may not be able to constantly monitor all the internal features of the network. Pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Client.

-Digital Data Service

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data. The Client selects the bit rate. Digital Data channels are provided only between Client designated locations and/or between Client designated locations and the hub of a Carrier.

-Digital Signal Service

Digital Signal Service is a channel for the transmission of Data. The actual bit rate and framing format is a function of the channel interface selected by the Client. DSS Channels are provided between Client designated locations and between Client designated locations and the hub of a Carrier.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 11. SERVICES:

-Dim Fiber:

When and where facilities may permit, dim fiber access may be offered with custom multiplexing equipment or utilizing Client provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not regularly have the ability to test and monitor the facilities.

-Fractional Digital Signal Service

This service consists of using Digital Signal Services in combination with multiplexing arrangements.

-Multiplexing Services

Multiplexing Services allow for the conversion of one channel onto more than one channel.

-Client Provided Equipment

Client Provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Client's request, be provided by the Client, at the Client's expense. The Company makes no guarantees or warranties as to the performance of Client provided equipment.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

12. CONTRACT RATES

At the option of the Company, service may be offered on a contract basis to meet the specialized requirements of the Customer not contemplated in this tariff as approved by the Pennsylvania Public Utilities Commission. The terms of each contract shall be mutually agreed upon between the Client and the Company and may include discounts off rates contained herein, waiver of recurring or non-recurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other individualized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Clients for a fixed period of time following the initial offering for the first contract Client as specified in each individual contract.

13. BACK BILLING

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the client was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

14. RATE CATEGORIES

14.1 Channel Terminations

Channel Termination Rates provide for the communications pathway between a Client designated premises and another Client designated premises. Included as part of the Channel termination is a standard channel interface arrangement that defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected and the type of signaling capability, if any. One channel termination charge applies per Client designated premises at which the service is terminated.

14.2 Channel Mileage:

Mileage provides for the transmission facilities between two or more customer designated premises. Mileage rates are comprised of a Fixed Mileage Rate, which varies due to circumstances related to the difficulty of installation of a fiber or in acquiring access to a fiber. These are applied to the first mile, and a Per Mile Rate Element is applied for each mile.

14.3 Optional Features and Functions:

Options provide for optional services and which may be added to Company's offered services to meet the specific telecommunications requirements of a specific Client. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics, which may be obtained. These characteristics may be derived using various combinations of equipment.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

(cont'd) 14. RATE CATEGORIES

14.4 Unusual Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Company to incur unusual expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- i. Additional Construction Costs
- ii. Building Space Rental or Rights-of-Way Costs
- iii. Additional Equipment
- iv. Special Facilities Routing
- v. Amount of regeneration required

In these cases, the Client will be billed additional charges computed on an Individual Cost Basis. Special services not addressed in this tariff shall be approved by the Pennsylvania P.U.C. prior to the provision of such service.

14.5 Discounts:

Discounts may be granted to Clients that subscribe to substantial volumes of Carrier's services or for a considerable length of time.

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468

15. **RATES**

15.1 General

Except as may be specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on the Company's existing Network. In all other situations, individualized construction charges may apply in order to connect locations to the Company's network.

15.2 The Company is not presently offering any services other than Dark Fiber, thus future rates will be reflected in future updated rate schedules.

15.3 Dark Fiber Services

15.3.1 Recurring Charges (Per Fiber Strand Per Mile Per Month)

\$75.00

15.3.2 Maintenance Charges (per Fiber Strand Per Mile Per Month)

\$4.50

15.3.3 Regeneration (Per Rack Per Month)

Tot. \$1200.00

Issued By: Robert Crowe, Sr., President, Crowe Consulting, Inc.

Issued: April 16, 2004

Effective: April 20, 2004

Crowe Consulting, Inc.
600 2nd Ave., Suite B
Royersford, PA 19468