

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Competitive Local Exchange Service by:

Esodus Communications, Inc. d/b/a INSTATONE
1020 Spruce Drive
Belleair Beach, FL 33786

Regulations and schedule of charges applicable to resold competitive local exchange services within the Verizon Pennsylvania Inc. service territory in the Commonwealth of Pennsylvania as detailed in Section 2 of this tariff.

The Company's tariff is in concurrence with all applicable state and federal laws including, but not limited to, 52 Pa. Code, 66 Public Utilities Code and the Telecommunications Act of 1996, and with the Commission's applicable rules, regulations, and orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Effective: November 7, 2005

Michael Servos, President
Esodus Communications, Inc. d/b/a INSTATONE
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Check Sheet

Pages inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- C - To signify a changed regulation.
- D - To signify a rate decrease
- I - To signify a rate increase.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to Esodus Communications, Inc. d/b/a INSTATONE (Company) furnishing of local communications services within Pennsylvania in accordance with the Order issued in Docket No. A-311333 F0002.

The Company's tariff is in concurrence with all applicable Stated and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Advance Payment

Payment for all or part of a charge required before the start of service.

Applicant

A person, firm, corporation or other entity who seeks to become a Customer of the Company.

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the services being provided.

Carrier

A company certified by the Pennsylvania Public Utility Commission to provide telecommunications services within Pennsylvania.

Class of Service - Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as business or residence is determined by these regulations which define the character of use for rate purposes:

A. Service will be classified as Business if:

1. The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
2. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of activity for pay; or
3. The service number is listed as the principal or only number for a business in any telecommunications directory; or
4. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

B. Service will be classified as Residential if none of the conditions of A. preceding apply, and;

1. The use of the service is primarily and substantially of a social or domestic nature; and

DEFINITIONS

2. Service is located in a residence or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

Company

Esodus Communications, Inc. d/b/a INSTATONE

Customer

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations.

Direct Inward Dial

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Installation Charges

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used inter-changeably within this tariff to refer to non-variable charges.

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Multi-Frequency or ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

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Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

1. REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provide 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 and Facilities

1.1.2.1 The Company reserves the right to limit or 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.

1.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

1.1.3 Terms and Conditions

1.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 5 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party via written notice. Residential customers who wish to have service discontinued shall give at least 5 days oral or written notice to the telephone company, specifying the date on which it is desired that service be discontinued. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination term of the Service Order shall survive such termination.
- 1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard for the State's choice of laws provision.
- 1.1.3.5 Another carrier must not interfere with the right of any person or entity to obtain service directly from the Company. Customer is absolutely prohibited from reselling these services or using the service to compete with the Company.
- 1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provide by the Company or the Customer.
- 1.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1.1.4 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 include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

1.2 Liability of the Company

- 1.2.1 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, below. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.
- 1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10, the Company's liability, if any, shall be limited as provided in Section 1.2.9.
- 1.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 1.2.5 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. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

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- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney's fees) from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 1.2.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.8 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
 - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 1.2.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed an amount in liquidated damages equivalent to the greater of five hundred dollars (\$500.00) or twice the applicable amount for interruption as set forth in Section 1.10, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 1.2.10 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damage associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

- 1.2.12 The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 1.2.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

1.2.15 With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

1.2.16 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.

1.2.17 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

1.2.18 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

1.3 Provision of Equipment and Facilities

1.3.1 General

1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in 52 Pa Code § 63.58 and this tariff.

1.3.1.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

1.3.1.3 Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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

- A. the transmission or signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

1.3.2 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.

1.3.3 Ownership of Facilities

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

1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an Applicant or shall disconnect the service of an existing Customer when:

- A. A judicial order shall be issued finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay Restoral of Service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

Service shall not be used to make oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

1.3.4.3 Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1.3.4.6 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

1.3.4.7 Subscribing to Adequate Service

If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

1.3.4.9 Common Receptionist

A Business Customer may extend service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the equipment and channels involved are applicable.

1.4 Obligations of the Customer

1.4.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, 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 all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1.C. Any costs associated with obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

1.4.1 General (continued)

- 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 1.4.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased or purchased by the Customer from the Company; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

1.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from 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 of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representative 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.

1.4.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

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

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

The Company's services (as detailed in Section 2 of this Tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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

1.4.5 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

1.5 Establishment of Service

1.5.1 Application for Service

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a non term agreement Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1.5.3 Reserved for future use

1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the Applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an Applicant that has not established acceptable credit or has not paid charges for service of the same classification (Residence or Business) previously furnished by the Company at the same or another address, until arrangements suitable to the Company, including deposit arrangement, have been made to pay such charges.

- A. Residence service Applicants may establish credit in one of the following ways:
1. Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The Applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company's main office.
 2. Paying a cash deposit to the Company in accordance with Section 1.5.5 below.
 3. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.6 below.
 4. Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.
 5. Demonstrating a satisfactory payment history under the terms of 52 PA Code §64.32(1) or §64.32(3).
 6. Verification of ownership of or entry into an agreement by the Applicant to purchase real property in the area served by the Company, or rental of a residence under a lease of 1 year or longer by the Applicant, unless the Applicant has an otherwise unsatisfactory payment history under the conditions stated in 52 PA Code §64.32(1) within the past 2 years.
- B. Business service Applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 1.5.4.3.A.2 or 1.5.4.3.A.4.
- C. Where verification of an Applicant's credit is expected to take more than 3 business days, the Company may permit service to be installed upon the Advance Payment by the Applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the Applicant's bill based upon one month's service. Such Advance Payment will be credited to the Applicant's service account but does not relieve the Applicant of the responsibility to subsequently establish credit in accordance with 1.5.4.3.A. or 1.5.4.3.B.

If credit is not so established, the Customer's service may be suspended not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit or furnishes a deposit and/or advance payment.

- D. If deposit or payment of an outstanding account is required before furnishing service, the Company shall inform the applicant in writing of the reasons for denial of credit and how to obtain service.

1.5.4.4 Existing Customers

- A. A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with Section 1.5.5 following when any of the following conditions occur:
1. The Customer makes payment of two consecutive bills, or of more than two bills within the preceding 12 months, after the payment due date.
 2. As a condition to the reconnection of service after suspension or termination of service for non-payment of a delinquent account.
- B. Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- C. A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- D. Before requesting a deposit, the Company shall give the Customer written notice of its intent to request a deposit if current and future bills continue to be paid after the due date. The Company must send a written notice to a Customer requesting the reestablishment of credit. If a Customer fails to reestablish his credit as required by the Company, the Customer's service may be suspended not sooner than seven (7) days after a separate suspension notice is sent. Customers will be informed of the reasons for denial of credit before suspension of service. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent.

1.5.4.5 Political Campaign Service Accounts

Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

- A. The Company will require an Applicant for political campaign service to:
1. Make an advance payment in an amount equal to service charges and initial non-recurring charges applicable for service installation for a two (2) month period; and
 2. Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two (2) month period. In the case of service for less than two months, the Company will require an Applicant to make an advance payment in an amount equal to the billing for the entire service period.
- B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

1.5.4.6 Letter of Guarantee

Esodus Communications, Inc. d/b/a INSTATONE
1020 Spruce Drive
Belleair Beach, FL 33786

Gentlemen:

In consideration of Esodus Communications, Inc. d/b/a INSTATONE (ESODUS) providing telephone service to (name and address of Applicant) hereafter, called the "Customer," and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the Customer's final telephone bill if the service is disconnected. However, my liability will not exceed \$_____ or which amount this shall be a continuing guarantee.

I waive communication and notice of New Access' acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me a Guarantor in case New Access calls upon me to pay the final bill for telephone service furnished to the Customer.

Dated this ____ day of _____, 20_____.

(Signature of Guarantor) _____
(Name of Guarantor) _____
(Telephone Number) _____

1.5.5 Cash Deposits

1.5.5.1 Amount of Deposits

The amount of deposit (U.S. currency) which a new or existing Customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

A. Applicant

Business

An amount not to exceed two (2) months of the Applicant's estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence

An amount not to exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charges for existing Residential Customers in the Applicant's exchange during the immediately preceding twelve (12) month period for that type and Class of Service.

B. Existing Customer

Business

An amount not to exceed two (2) months of the Company's average monthly billing for the past six (6) months to that Customer. If the Customer has had service for less than six (6) months, the amount will not exceed two (2) months of the estimated monthly billing based upon the average monthly bill for that type and Class of Service.

Residence

An amount not to exceed the Customer's average two (2) month bill, including toll charges, during the preceding twelve (12) month period.

1.5.5.2 Initial Payment

The initial one-half (½) of the amount is due from an Applicant prior to installation and the remaining amount shall be due not sooner than thirty (30) days from the initial deposit payment by an Applicant. The full deposit is due from an existing Customer within twenty (20) days of the date upon which the request for deposit was made. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1. preceding, at the option of the Customer, Applicant or the Company at any time when the character or degree of the Customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest will be paid on customer deposits in accordance with §64.41 of 52 Pa. Code. It will be set at the average of the 1 year Treasury bills for the month of September, October, and November of the previous year. In no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

- A. By payment annually to the Customer, or
- B. At the option of the Company or the Customer, by application to the Customer's deposit when the deposit is refunded or to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

1.5.5.5 Refund or Application of Deposits

The Company will refund deposits, within twelve (12) months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, in the Company so requests, when:

- A. All of the following conditions occur:
 - 1. The Customer has paid any past due bill for service owed to the Company.
 - 2. Service has not been discontinued for nonpayment.
 - 3. The Customer has not paid late three (3) times or more.
 - 4. The Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- B. Or any of the following occurs:
 - 1. The Customer establishes credit by other means in accordance with Section 1.5.4 preceding.

2. The service is terminated and the bills are paid in full, or
3. The Applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any returned to the Customer or Applicant.

1.6 Billing / Payment

1.6.1 Customer Billing

1.6.1.1 Bills will be issued once each month during a thirty (30) day period.

1.6.1.2 Reserved for future use.

1.6.1.3 Services which are charged for at other than monthly rates are billed in advance for one month's service in all exchanges.

1.6.1.4 Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.

1.6.1.5 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.

1.6.1.6 Detailed call information, such as the time at which the call was made, its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be assessed detailed billing charges found in Section 2 of this tariff.

1.6.2 Payment of Charges for Service

1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.

1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.

1.6.2.3 Due date for payment will be determined in accordance with §64.12 of 52 Pa. Code. Payment is due on the due date shown on the bill, which must be at least twenty (20) days after the postmark date on the bill. Payment may be made by mail to the authorized payment locations of the Company. The effective date of payment to a branch office or authorized payment agent is the date of actual payment at that location. For payment by mail, payment shall be deemed to have been made on the date of the postmark. The Company shall not impose a late payment charge, nor mail or deliver notice of suspension to the Customer unless payment is received more than five (5) days after the due date. When the Company advises a customer by multiple notice or contacts and they contain different due dates, the date on or before which payment is due shall be the latest date contained in the notices listed in this section.

1.6.2.4 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.

1.6.2.5 When payment for service is made by check, a charge of \$25.00 will be made by the Company for each check returned by a bank to the Company for reason of not sufficient funds.

1.6.2.6 If the Customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3 Late Payment Charge

1.6.3.1 In accordance with §64.16 of Pa. Code, a late payment charge of 1.25% per month (or the highest amount lawfully allowed, whichever is greater) shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding. Late payment charges may not exceed a rate of 15% when annualized and may not include previously accrued late payment charges. Failure to bill interest in one month does not mean that the Company has waived its right to bill a Customer for accrued interest.

1.6.3.2 Regulations

- A. At the discretion of the Company, the late payment charge may be waived for Customers once in each calendar year.

- B. This charge does not apply to:
1. Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 2. Federal excise tax or any other taxes levied by law directly on the Customer.
 3. Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of any deferred payment agreement does not exempt a Customer from this charge.

1.6.4 Failure to Pay Charges for Service

- 1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill referred to in 1.6.2 preceding.
- 1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may suspend the Customer's service not sooner than seven (7) days after a suspension notice is sent. After the suspension, the Company may disconnect the Customer's service not sooner than ten (10) days after the mailing of a separate written notice of the Company's intention to disconnect.
- 1.6.4.3 If a Customer is not satisfied with the resolution of disputes by the Company, the Customer may file a complaint with the Bureau of Consumer Services:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
Telephone: (717) 783-5187
Toll Free: (800) 782-1110

1.6.5 Restoration of Service

- 1.6.5.1 If any Customer's service is restored after having been terminated in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, a Restoration of Service charge will apply as specified in Section 2.8 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.
- 1.6.5.2 When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

1.7 Suspension, Termination, Discontinuation or Refusal of Service

1.7.1 Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice being given by the Customer to the Company five (5) days in advance of the desired date of termination. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this Section or elsewhere in this tariff.

A. Specifically, in case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.

B. Specifically, in the case of special equipment for which the minimum contract period is in excess of one month at the same location, the termination charges are such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.

1.7.2 Service may be terminated by the Customer after the expiration of the minimum contract period, upon oral or written notice given by the Customer to the Company five (5) days in advance of the desired date of termination specifying the date on which it is desired that service be discontinued. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this tariff. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

1.7.3 The Company will suspend service in accordance with §64.61 of 52 Pa. Code. The Company may suspend or refuse service for any of the reasons stated below:

A. For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.

B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer.

C. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.

- D. For failure to make payment in accordance with the terms of any deferred payment agreement.
- E. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- F. For violation or noncompliance with a Pennsylvania Public Utility Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Pennsylvania Public Utility Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
- I. For failure to pay past due bill of a previous Customer of the premises to be served, provided that the Applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the Applicant.
- J. Without notice in the event that the Customer's use of equipment adversely affects the Company's service to others.
- K. Without notice in the event that the Customer's use of equipment will endanger public safety or health.
- L. For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.
- M. 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.
- N. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- O. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
- P. Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

1.7.3 The Company may suspend or refuse service for any of the reasons stated below:

Q. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s).

1.7.4 In accordance with §64371 of 52 Pa. Code, the Company shall mail or deliver written notice to the Customer at least 7 days before the date of suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or nonbasic service, or both. In these cases, the Company will comply with §64.81 of 52 Pa. Code.

1.7.5 In accordance with §64.62 of 52 Pa. Code, except for emergency situations, suspension or termination of Residential service for non-payment of charges may not commence on any of the following:

- A. Saturday or Sunday;
- B. A bank holiday;
- C. A holiday upon which the Company business office is closed.

1.7.6 Notice of suspension shall clearly and fully include the following information, where applicable, in conspicuous print:

- A. Reason for the proposed suspension.
- B. Statement of accounts currently due, and of a required deposit.
- C. Statement that a Restoration of Service charge will apply to have service restored after it has been suspended.
- D. Date on or after which service will be suspended unless one of the following occurs:
 - 1. Payment is received in full.
 - 2. Grounds for suspension are otherwise eliminated.
 - 3. A deferred payment agreement is entered into in the good faith discretion of the Company.
 - 4. A dispute is filed with the Company.

- 1.7.7 Notice of suspension of Residential Service shall not be mailed nor delivered by the Company if a notice of dispute was filed by the Customer, the dispute continues to exist, and the dispute concerns the subject matter of grounds for the proposed suspension.
- 1.7.8 If, at a time after the issuance of the suspension notice and before the suspension of service, a Residential Customer contacts the Company concerning the proposed suspension, an authorized employee of the Company shall fully explain in accordance with §64.74 of 52 Pa. Code, where applicable, some or all of the following:
- A. Reasons for the proposed suspension.
 - B. All available methods of avoiding a suspension.
 - C. Procedures for resolving disputes and informal complaints, including the address and phone number of the nearest regional Commission office.
 - D. The duty of the Customer to pay a portion of a bill not honestly disputed.
 - E. The duty of the Customer to restrict toll usage to 150% of the average normal toll usage.
 - F. Medical emergency procedures.
 - G. That upon failure to timely appeal from or comply with a Company oral or written report, an informal complaint report, or an order from a formal complaint, the Company is not required to give further written notice before suspension so long as the Company makes a reasonable attempt to contact the Customer personally at least twenty-four (24) hours prior to suspension.
- 1.7.9 The Company shall not suspend nor refuse to restore service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency service by telephone is retained.

Such physician certification may initially be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven (7) days.

Service shall not be suspended for the period specified in the certification, however, the maximum length of the certification shall be thirty (30) days.

When service is required to be restored for emergency conditions, the Company shall make a diligent effort to have service restored on the date of the medical certification, and shall restore service by the end of the next working day.

When service is restored or suspension postponed under medical emergency procedures, the Customer shall make timely payment for all service subsequent to the restoral or postponement of suspension, and shall restrict toll usage to an amount no greater than \$25.00 in a billing period while the medical certification is in effect.

When certification expires, the original grounds for suspension are revived and the Company may suspend service without additional written notice if prior notice of suspension was given, the Customer failed to make payment arrangements, and the Company makes a reasonable attempt to contact the Customer at least twenty-four (24) hours before suspension.

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

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

1.7.12 In accordance with §64.121-§64.123, the Company may terminate service when at least 10 days have passed since suspension of service. Immediately after suspension of service, a termination notice which conforms to the suspension notice and indicating how the Customer may arrange to have service restored will be mailed the Customer's billing address. The termination notice will include a medical emergency restoration notice. The notice will indicate the date service will be terminated and explain that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs. The Company may terminate for failure to pay a reconnection fee and to remedy the original grounds for suspension.

1.8 Cancellation of Service

1.8.1 Cancellation of Application for Service

1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein.

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

1.8.1.3 The special charges described in Section 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

1.8.2 Cancellation of Service by the Customer

In accordance with §64.53 of 52 Pa. Code, a Customer who wishes to have service discontinued shall give at least 5 days oral or written notice to the Company, specifying the date on which it is desired that service be discontinued. The Customer shall retain responsibility for service and equipment until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 1.10 below), Customer agrees to pay to Company, not to exceed the total recurring charges specified in the applicable service order for the balance of the current term, the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set for the in Section 1.6, all costs, fees and expenses incurred in connection with:

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

1.9 Miscellaneous

1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable time, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, is hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1.9.6 Notices and Communications

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

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

1.9.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications by the Customer may be oral or in writing, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private deliver service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

1.10 Allowances for Interruptions of Service

1.10.1 Credit for Interruptions

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

In accordance with §64.52 of Pa. Code, credit for service interruptions will apply as follows:

- A. When main service is interrupted for a period of at least 24 hours, the Company, after notice by the customer, shall apply the following schedule of allowances except for situations provided for in subsection b:
 - 1. One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
 - 2. Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24-hour periods referred to in paragraph (1). However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.
- B. When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- C. The allowance described in this section are not applicable when service is interrupted by the negligence or willful act of the Customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

1.10.2 Restrictions on Allowance

No credit allowance will be made for:

- A. interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff;
- B. interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- C. interruptions due to electric power failure where the Customer furnishes such electric power;
- 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 purpose or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstance or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

1.11 Other Billing Adjustments

- A. Under billing: The Company may issue a make-up bill for unbilled services resulting from a billing error accrued within 4 years of the date of the bill under the following conditions:
 - 1. The Company shall provide the Customer with a written explanation of the reason for the make-up bill and a statement that the Customer may spread the payments over a period, as described in Section 1.11.A.2;

2. The payment period may, at the option of the Customer, be at least as long as the period during which the excess amount accrued or at least as long as necessary so that the total amount billed one month is not greater than the average amount billed for one (1) month plus fifty percent (50%), whichever period is greater. A late payment charge may not be assessed on unbilled service when payments are made as described in this paragraph.

 - B. Overbilling: When an overbilling occurs, the Company shall credit the Customer's account in the amount of the overbilling, including applicable taxes, for up to four (4) years before discovery of the overbilling, unless the Customer requests reimbursement in one lump sum. A late payment charge in the amount stated in Section 1.6.3.1 shall be paid on the overbilled amount by the Company to the Customer where at least 30 days have elapsed between payment of the overbilled amount and the credit or refund thereof.

 - C. Rebilling: The Company shall notify the Commission of rebilling affecting more than 10% of its Residential Customers within 90 days of the rebilling.

 - D. If any of the following conditions are true, however, the Customer will be liable for all charges, including those over four (4) years old:
 1. The Company's effort to measure service was thwarted by the Customer's refusal of access to any measuring device or meter; or
 2. The Customer obtained the service by fraud, deception, not limited to theft or tampering with meter; or
 3. The Customer obtained service by negligent tampering with meter or other device.
- 1.12 Assumption of Customer's Existing Contractual Arrangement with Customer's Local Exchange Carrier

1.12.1 General

The Company may, under certain conditions, assume Customer's obligations (including Customer's minimum term and/or call volume requirements) (the "Contractual Commitment") under existing contractual arrangements with Customer's Local Exchange Carrier (LEC). In order for the Company to assume such contractual arrangements, Customer must enter into a term agreement with the Company for the service assumed by the Company.

1.12.2 Assumable Services

- A. The assumable services are:
1. Message Toll Service (MTS) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as “LEC MTS Contract”).
 2. Optional Calling Plans (OCP) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as “LEC OCP Contract”).

1.12.3 Assumption

At the Company’s election, the Company may assume Customer’s Contractual Commitment (the “Assumption”) for each of the services above; provided, that no such Assumption shall occur, and the execution and delivery of a Master Service Agreement shall not be construed to create an Assumption, if the Assumption is not acceptable to the Company or if the Assumption is not permissible under applicable laws and regulations or under existing contractual or other agreements between Customer and the LEC. The terms and conditions set forth below apply for each service assumed by the Company.

1.12.4 Indemnification and Liability

Customer agrees to indemnify and hold harmless the Company and its affiliates from and against any and all loss, liability and expense arising out of the Assumption. The Company shall not incur any cost or liability in the event that Customer elects to reconnect any service Assumed by Customer’s LEC, whether such reconnection occurs prior to or after the expiration of the applicable service term.

1.12.5 Terms and Conditions

- A. Message Toll Service and Optional Calling Plan Service
1. If the Company assumes the LEC MTS Contract or the LEC OCP Contract, Customer will receive service from the Company pursuant to a Company calling plan which contains term, volume and features that correspond to the calling plan provided for in the LEC MTS Contract or LEC OCP Contract.
 2. The Company calling plan term shall be coterminous with the term of the LEC MTS Contract or LEC OCP Contract (whichever one is being assumed).

3. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum annual usage requirement (“MAUC”) then the same minimum annual usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customers Company calling plan usage. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum monthly usage requirement (“MMUC”), then the same minimum monthly usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer’s Company calling plan usage.
 4. In the event that Customer terminates its Company calling plan service prior to the completion of the Company calling plan term, in addition to any other obligations of Customer to the Company under the terms of this tariff and the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the MAUC or MMUC, as the case may be, multiplied by (ii) the number of years (if a MAUC) or months (if a MMUC) remaining in the Company calling plan term.
 5. In the event that the Customer’s Company calling plan usage charges are below the MAUC or MMUC in any month or year of the Company calling plan term, Customer shall pay usage charges during the applicable period and the MAUC or MMUC.
- B. Centrex Service
Reserved for future use.
- C. Reserved for future use

1.12.5 Terms and Conditions (continued)

D. Private Line Service

1. If the Company assumes the LEC Private Line Contract, Customer will receive service from the Company through Company Private Line Service.
2. Reserved for future use.
3. Customer shall automatically be liable to the Company for the satisfaction of the terms of its contractual arrangement with the LEC that are assumed by the Company (including, without limitation, minimum volume commitments, term length and any other related terms and conditions).
4. The monthly recurring charges for Private Line service shall contribute to the Customer's Total Monthly Revenue for purposes of determining the appropriate integrated volume discount as set forth in the Master Service Agreement; however, the integrated volume discount shall not be applied to the monthly recurring charges for Company Private Line Service.

2. SERVICES

2.1 Application of Rates

2.1.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 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:

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. 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 starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. 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.
- D. 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 and will be billed according to applicable eastern standard or eastern daylight savings time.

2.1.3 Rates Based Upon Distance

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

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.

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 2.1.3.B. above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step 2.1.3.C. 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 =
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

2.2 Service Area

2.2.1 Exchange Access Service Area

The Company offers Local Exchange Service within Verizon Pennsylvania territories where facilities permit. The Local Exchange Service Local Calling Area is concurrent with the local calling areas of the Incumbent Local Exchange Carriers. The Company concurs in the Verizon Pennsylvania exchange areas and exchange maps as detailed in their Pennsylvania tariffs (180A, 182, 182A, 185B and 185C).

2.2.2 Local Calling Service Areas

A. Philadelphia Local Calling Service Area

| <u>Exchange Area</u> | <u>Exchanges and Zones Included In Local Calling Area</u> | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Allentown | Allentown Bath Bethlehem Catasauqua Coopersburg (Commonwealth Tel.) Easton Emmaus (Verizon North) Hellertown Ironton (Ironton Tel. Co.) Kutztown | Nazareth New Smithville (Verizon North) New Tripoli (Verizon North) Northampton Riegelsville Slatington Springtown Topton (Conestoga Tel. & Tel. Co.) |
| Bethlehem | Allentown Bath Bethlehem Catasauqua Coopersburg (Commonwealth Tel.) Easton Hellertown | Ironton (Ironton Tel. Co.) Nazareth Northampton Riegelsville Slatington Springtown |
| Center Point Local Area | Center Point Collegeville Harleysville Lansdale | Phila. Subn. Zone 30 North Wales Schwenksville |
| Extended Area | All stations included in Local Area preceding plus - Green Lane Phila. Subn. Zone 29 Phila. Subn. Zone 31 Phila. Subn. Zone 33 | |
| Metropolitan | Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Chester Springs Local Area | Chester Springs Eagle Exton Phila. Subn. Zone 28 | Phoenixville Pughtown Royersford |
| Extended Area | All stations included in Local Area preceding plus - | |
| | Collegeville Downingtown Glenmoore Phila. Subn. Zone 26 | Phila. Subn. Zone 29 Pottstown West Chester |
| Metropolitan Area | All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Collegeville Local Area | Center Point Collegeville Green Lane Harleysville Lansdale North Wales Phila. Subn. Zone 29 | Phila. Subn. Zone 30 Phila. Subn. Zone 31 Phoenixville Pottstown Royersford Schwenksville Souderton |
| Metropolitan Area | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Downingtown Local Area | Chester Springs Coatesville Downingtown Eagle Exton Glenmoore Honey Brook | Lenape Mortonville Phila. Subn. Zone 28 Pughtown West Chester Westtown |
| Metropolitan Area Plus | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Doylestown Local Area | Buckingham Carversville Doylestown Dublin | Line Lexington Phila. Subn. Zone 45 Plumsteadville Wycombe |
| Extended Area | All stations included in Local Area preceding plus - | |
| | Bedminister Lansdale New Hope Newtown North Wales Perkasie | Phila. Subn. Zone 33 Phila. Subn. Zone 38 Phila. Subn. Zone 39 Phila. Subn. Zone 40 Souderton |
| Metropolitan Area | All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Eagle Local Area | Chester Springs Coatesville Downingtown Eagle Exton Glenmoore | Phila. Subn. Zone 28 Phoenixville Pughtown Royersford West Chester |
| Metropolitan Area Plus | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Easton | Allentown Bethlehem Bloomsbury, N.J. (Verizon - N.J.) Catasauqua Easton Hellertown | Nazareth Phillipsburg, N.J. (Verizon- N.J.) Riegelsville Springtown Upper Black Eddy |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Exton Local Area | Chester Springs Coatesville Downingtown Eagle Exton Glenmoore | Lenape Mortonville Phila. Subn. Zone 28 Pughtown West Chester Westtown |
| Metropolitan Area | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Kennett Square Local Area | Avondale Coatesville Kemblesville Kennett Square Landenberg Lenape Mendenhall Mortonville | Unionville West Chester West Grove Westtown Hockessin, DE (Verizon DE) Wilmington, DE (Verizon DE) |
| Metropolitan Area Plus | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Kutztown | Allentown Fleetwood Kempton (Verizon North) | Kutztown Reading Topton (The Conestoga Tel. & Tel. Co.) |
| Lansdale Local Area | Center Point Harleysville Lansdale | Line Lexington North Wales Souderton |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Extended Area | All stations included in Local Area preceding plus - | |
| | Collegeville | Phila. Subn. Zone 33 |
| | Doylestown | Phila. Subn. Zone 38 |
| | Dublin | Phila. Subn. Zone 39 |
| | Green Lane | Phila. Subn. Zone 45 |
| | Perkasie | Schwenksville |
| | Phila. Subn. Zone 30 | |
| Metropolitan | All stations included in Extended Area preceding plus Area the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Morrisville Local Area | Ewing, N.J. (Verizon NJ) Morrisville Newtown Phila. Subn. Zone 42 | Phila. Subn. Zone 43 Phila. Subn. Zone 44 Trenton, N.J. (Verizon NJ) Yardley |
| Metropolitan Area | All Stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| New Hope Local Area | Buckingham Carversville Doylestown Lambertville, N.J. (Verizon NJ) | New Hope Newtown Plumsteadville Wycombe Yardley |
| Metropolitan Area Plus | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Newtown Local Area | Newtown Phila. Subn. Zone 40 Phila. Subn. Zone 43 | Wycombe Yardley |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Extended Area | All stations included in Local Area preceding plus - | |
| | Buckingham | Phila. Subn. Zone 38 |
| | Doylestown | Phila. Subn. Zone 39 |
| | Morrisville | Phila. Subn. Zone 42 |
| | New Hope | Phila. Subn. Zone 44 |
| | Phila. Subn. Zone 37 | Phila. Subn. Zone 45 |
| Metropolitan Area | All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| North Wales Local Area | Center Point | North Wales |
| | Harleysville | Phila. Subn. Zone 30 |
| | Lansdale | Phila. Subn. Zone 33 |
| | Line Lexington | Souderton |
| Extended Area | All stations included in Local Area preceding plus – | |
| | Collegeville | Phila. Subn. Zone 34 |
| | Doylestown | Phila. Subn. Zone 38 |
| | Phila. Subn. Zone 31 | Phila. Subn. Zone 39 |
| | Phila. Subn. Zone 32 | Phila. Subn. Zone 45 |
| Metropolitan Area | All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Phoenixville Local Area | Chester Springs | Phila. Subn. Zone 29 |
| | Collegeville | Phoenixville |
| | Eagle | Pughtown |
| | Phila. Subn. Zone 28 | Royersford |
| Extended Area | All stations included in Local Area preceding plus - | |
| | Center Point | Phila. Subn. Zone 30 |
| | Phila. Subn. Zone 26 | Pottstown |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Metropolitan Area | All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Pottstown | Boyertown (The Conestoga Tel. & Tel. Co.) Collegeville Douglassville Conestoga Tel. & Tel. Co.) Phoenixville Pottstown | Pughtown Royersford Sassamansville (The Conestoga Tel. & Tel. Co.) Schwenksville |
| Quakertown | Bedminister Dublin Ferndale (Commonwealth Tel.) Green Lane Pennsburg | Perkasie Plumsteadville Quakertown Souderton Springtown |
| Reading | Adamstown (Denver & Ephrata Tel. & Tel. Co.) Bernville (GTE) Birdsboro (The Conestoga Tel. & Tel. Co.) Fleetwood Green Hills (The Conestoga Tel. & Tel. Co.) Hamburg Kutztown Leesport (Commonwealth Tel.) Morgantown (The Conestoga Tel. & Tel. Co.) | Oley (The Conestoga Tel. & Tel. Co.) Reading Robesonia (Verizon North) Topton (The Conestoga Tel. & Tel. Co.) Womelsdorf (Verizon North) Yellow House (The Conestoga Tel. & Tel. Co.) |
| Royersford Local Area | Center Point Chester Springs Collegeville Eagle Phila. Subn. Zone 29 Phila. Subn. Zone 30 | Phoenixville Pottstown Pughtown Royersford Schwenksville |

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

| | | |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Metropolitan Area Plus | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| West Chester Local Area | Downingtown Exton Lenape Mendenhall | Mortonville Phila. Subn. Zone 28 West Chester Westtown |
| Extended Area | All Stations included in Local Area preceding plus – | |
| | Avondale Chester Springs Coatesville Eagle Kennett Square Landenberg | Phila. Subn. Zone 10 Phila. Subn. Zone 11 Phila. Subn. Zone 12 Phila. Subn. Zone 22 Unionville West Grove |
| Metropolitan Area | All Stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |
| Yardley Local Area | Ewing, N.J. (Bell Atlantic - N.J.) Morrisville New Hope Newtown Phila. Subn. Zone 42 | Phila. Subn. Zone 43 Phila. Subn. Zone 44 Trenton, N.J. (Bell Atlantic - N.J.) Wycombe Yardley |
| Metropolitan Area | All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange. | |

2.2.2 Local Calling Areas (Cont'd)

B. Pittsburgh Local Calling Service Area

| <u>Zone</u> | <u>Exchange</u> | <u>Local Calling Area</u> |
|-------------|--------------------------|--------------------------------------------------------------------------------------------------------------|
| 1. | Central | Allentown, Downtown, North Side, Oakland, Squirrel Hill |
| 2. | West View Bellevue | West View, Bellevue, Coraopolis, Perrysville |
| 3. | Sharpsburg Millvale | Sharpsburg, Millvale, Glenshaw, Fox Chapel, Oakmont |
| 4. | Braddock Wilkinsburg | Braddock, Wilkinsburg, Penn Hills, Monroeville |
| 5. | Homestead | Homestead, McKeesport, Pleasant Hills |
| 6. | Carrick Mount Lebanon | Carrick, Mount Lebanon, Pleasant Hills, Bethel Park, Bridgeville, Carnegie |
| 7. | Crafton McKees Rocks | Crafton, McKees Rocks, Carnegie, Coraopolis |
| 8. | East Liberty | East Liberty, Fox Chapel, Oakmont |
| 10. | McKeesport | McKeesport, Pleasant Hills, Monroeville, Irwin, Homestead, Clairton, Elizabeth |
| 11. | Pleasant Hills | Pleasant Hills, McKeesport, Bethel Park, Homestead, Carrick, Mount Lebanon, Clairton, Elizabeth |
| 13. | Bridgeville | Bridgeville, Bethel Park, Carnegie, Carrick, Mount Lebanon, Canonsburg, McDonald, McMurray, Oakdale |
| 14. | Carnegie | Carnegie, Bridgeville, Coraopolis, Carrick, Mount Lebanon, Crafton, McKees Rocks, Imperial, Oakdale |
| 15. | Coraopolis | Coraopolis, Carnegie, Sewickly, West View, Bellevue, Ambridge, Glenwillard, Imperial |
| 16. | Sewickly | Sewickly, Coraopolis, Ambridge, Aliquippa, Glenwillard |
| 17. | Perrysville | Perrysville, Glenshaw, West View, Bellevue, Wexford (N. Pittsburgh Telephone Co.) |
| 18. | Glenshaw | Glenshaw, Perrysville, Fox Chapel, Sharpsburg, Millvale |
| 20. | Oakmont | Oakmont, Fox Chapel, Penn Hills, Sharpsburg, Millvale, East Liberty, New Kensington, Springdale, Tarentum |
| 21. | Penn Hills | Penn Hills, Oakmont, Monroeville, Braddock, Wilkinsburg, Export (Alltel) |

2.2.3 Dial Tone Line Cell Information

2.2.3.1 Dial Tone Line Cell Classification

For the purposes of determining an Exchange Area Dial tone Line monthly rate, the Exchange Areas are classified into one (1) of four (4) Dial Tone Line Cells. The Cell classifications are determined by the following criteria:

| <u>Dial Tone Line Cell</u> | <u>Classification Criteria</u> |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000. |
| 2 | All remaining Philadelphia and Pittsburgh City exchange Areas or Zones. |
| 3 | All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile. Also, for those Exchange Areas with multi-central offices if one of the multi-central offices meets the 500 working lines per square mile criteria. |
| 4 | All remaining Exchange Areas. |

2.2.3.2 Dial Tone Line Reclassification

When an annual review indicates that the number of working pairs per square mile of an Exchange area or Zone or multi-central office of an Exchange Area has exceeded or fallen below the above Dial tone Line Cell criteria for two (2) consecutive study periods, the Exchange Area will be reclassified. Notice of the reclassification of the exchange Area Dial Tone Line Cell shall be given by filing revised tariffs with the commission.

2.2.3.3 Philadelphia Central Office District and Zone Boundaries

| <u>Zones</u> | <u>Central Office Districts</u> |
|--------------|----------------------------------------------------------------------------------------|
| 1 | North-Central-South (Baldwin, Poplar, Regent), (Locust, Market, Pennypacker, Dewey) |
| 2a | City West |
| 2b | Overbrook |
| 2c | Eastwick/Saratoga |
| 2d | University City |
| 3a | Oak Lane |
| 3b | Chestnut Hill |
| 3c | Manayunk |
| 3d | Germantown-Logan |
| 4a | Fox Chase |
| 4b | Bustleton-Torresdale |
| 4c | Frankford-Mayfair |

2.2.3.4 Philadelphia Suburbs Central Office District and Zone Boundaries

| <u>Zones</u> | <u>Central Office Districts</u> |
|--------------|-----------------------------------|
| 10 | Chester Heights |
| 11 | Chester |
| 12 | Media |
| 13 | Swarthmore |
| 14 | Darby-Ridley Park-Sharon Hill |
| 17 | Upper Darby |
| 21 | Havertown-Manoa |
| 22 | Broomall-Newton Square |
| 23 | Cynwyd-Narberth |
| 24 | Ardmore |
| 25 | Bryn Mawr |
| 26 | Wayne |
| 28 | Paoli-Malvern-Berwyn |
| 29 | Valley Forge |
| 30 | Norristown |
| 31 | Conshohocken |
| 32 | Flourtown |
| 33 | Ambler |
| 34 | Cheltenham-Elkins Park-Jenkintown |
| 37 | Bethayres-Huntingdon |
| 38 | Willow Grove |
| 39 | Hatboro |
| 40 | Feasterville-Churchville |
| 41 | Eddington-Cornwells Heights |
| 42 | Bristol |
| 43 | Langhorne |
| 44 | Levittown |
| 45 | Warrington |

2.2.3.5 Pittsburgh Central Office District and Zone Boundaries

| <u>Zones</u> | <u>Central Office Districts</u> |
|--------------|-----------------------------------------------------------------|
| 1 | Allentown Downtown North Side Oakland Squirrel Hill |
| 2 | West View Bellevue |
| 3 | Sharpsburg Millvale |
| 4 | Braddock Wilkinsburg |
| 5 | Homestead |
| 6 | Carrick Mount Lebanon |
| 7 | Crafton McKees Rocks |
| 8 | East Liberty |

2.2.3.6 Pittsburgh Suburban Central Office District and Zone Boundaries

| <u>Zones</u> | <u>Central Office Districts</u> |
|--------------|---------------------------------|
| 10 | McKeesport |
| 11 | Pleasant Hills |
| 12 | Bethel Park |
| 13 | Bridgeville |
| 14a | Carnegie |
| 14b | Carnegie |
| 15 | Coraopolis |
| 16 | Sewickley |
| 17 | Perrysville |
| 18 | Glenshaw |
| 19 | Fox Chapel |
| 20 | Oakmont |
| 21 | Penn Hills |
| 22 | Monroeville |
| 23 | Irwin |

2.3 Exchange Access Service

2.3.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access enable users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Access other services offered by the Company as set forth in this tariff;
- C. Access certain interstate and international calling services provided by the Company;
- D. Access (at no additional charge) the operators contracted for by the Company;
- E. Access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. Access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner.

2.3.2 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service pursuant to Section 2.1.1 preceding and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

2.3.3 Service Ordering Charges - Rate Schedule

| <u>Service Charges</u> | <u>Non-Recurring charge</u> | |
|------------------------------------------|-----------------------------|-----------------|
| | <u>Residence</u> | <u>Business</u> |
| Premises Work Charges | \$45.00 | \$55.00 |
| -Initial | \$55.00 | \$65.00 |
| -Each 15 min. increment | \$20.00 | \$30.00 |
| Line Connection Charge | \$55.00 | \$55.00 |
| Telephone Number Change | \$35.00 | \$35.00 |
| Temporary Suspend Charge | \$35.00 | \$35.00 |
| Transfer of Billing Name | \$15.00 | \$15.00 |
| Service Change Order | \$15.00 | \$20.00 |
| Voluntary Toll Restriction | \$4.50 | \$4.50 |
| Toll Service Restoral (if not voluntary) | \$3.50 | \$3.50 |

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1020 Spruce Drive
Belleair Beach, FL 33786

2.3.4 Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Basic Exchange Customers are not guaranteed any other facility requirement - e.g., Customers are not guaranteed a communications path capable of supporting data transmissions.

2.3.5 Basic Exchange Access Services - Dial Tone Line and Usage Rate Schedule

Rates for Basic Exchange Access Services are based upon type and Class of Service and Dial Tone Line Cell Classification. All rates in this Section are applied monthly unless specifically identified otherwise.

The following charges apply to Basic exchange access Services in addition to the charges found in Section 2.3.6.

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule

| | | <u>Monthly Rate by Cell</u> | |
|----|------------------------------|-----------------------------|---------------|
| | | <u>Cell 3</u> | <u>Cell 4</u> |
| A. | <u>Dial Tone Line</u> | | |
| 1. | <u>Residence</u> | | |
| | - Individual | \$49.95 | \$49.95 |
| | - Two-Party, each party | \$49.95 | \$49.95 |
| 2. | <u>Business</u> ¹ | | |
| | - Multi-Line Subscriber | \$69.95 | \$69.95 |
| | - Multi-Line, each | \$69.95 | \$69.95 |
| | - Individual Line Subscriber | \$59.95 | \$59.95 |
| | - Individual Line, each | \$59.95 | \$59.95 |

¹The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

2.3.5.2 Philadelphia Exchange Area - Rate Schedule

| | | <u>Monthly Rate by Cell</u> | |
|----|------------------------------|-----------------------------|---------------|
| | | <u>Cell 1</u> | <u>Cell 2</u> |
| A. | <u>Dial Tone Line</u> | | |
| 1. | <u>Residence</u> | | |
| | - Individual | \$49.95 | \$59.95 |
| | - Two Party, each party | \$59.95 | \$69.95 |
| 2. | <u>Business²</u> | | |
| | - Multi-Line Subscriber | \$69.95 | \$69.95 |
| | - Multi-Line Each | \$69.95 | \$69.95 |
| | - Individual Line Subscriber | \$59.95 | \$59.95 |
| | - Individual Line Each | \$59.95 | \$59.95 |

2.3.5.3 Philadelphia Suburban Exchange Area - Rate Schedule

All of the Philadelphia Suburban Exchange area is in Dial Tone Line Cell 3

| | | <u>Monthly Rate - Cell 3</u> |
|----|------------------------------|------------------------------|
| A. | <u>Dial Tone Line</u> | |
| 1. | <u>Residence</u> | |
| | - Individual | \$49.95 |
| | - Two-Party, each party | \$59.95 |
| 2. | <u>Business³</u> | |
| | - Multi-Line Subscriber | \$69.95 |
| | - Multi-Line Each | \$69.95 |
| | - Individual Line Subscriber | \$59.95 |
| | - Individual Line Each | \$59.95 |

²The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

³The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

2.3.5.4 Pittsburgh Exchange Area - Rate Schedule

| | <u>Monthly Rate by Cell</u> | |
|---------------------------------|-----------------------------|---------------|
| | <u>Cell 1</u> | <u>Cell 2</u> |
| A. <u>Dial Tone Line</u> | | |
| 1. <u>Residence</u> | | |
| - Individual | \$49.95 | \$49.95 |
| - Two Part, each party | \$59.95 | \$59.95 |
| 2. <u>Business</u> ⁴ | | |
| - Multi-Line Subscriber | | |
| - Multi-Line, each | \$69.95 | \$69.95 |
| - Individual Line Subscriber | | |
| - Individual Line, each | \$59.95 | \$59.95 |

2.3.5.5 Pittsburgh Suburban Exchange Area

All of the Pittsburgh Suburban Exchange Area is in Dial Tone Line Cell 3

| | <u>Monthly Rate - Cell 3</u> |
|---------------------------------|------------------------------|
| A. <u>Dial Tone Line</u> | |
| 1. <u>Residence</u> | |
| - Individual | \$49.95 |
| - Two Part, each party | \$59.95 |
| 2. <u>Business</u> ⁵ | |
| - Multi-Line Subscriber | |
| - Multi-Line, each | \$69.95 |
| - Individual Line Subscriber | |
| - Individual Line, each | \$59.95 |

⁴The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

⁵The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

2.3.6 Additional Charges Applied to Basic Exchange Access Services

In addition to the Charges for Basic Exchange Access Services described in Section 2.3.5 preceding, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The End User Common Line Charge (as set forth in Verizon Pennsylvania Interstate Access Tariff F.C.C. No. 1, Section 3) applies in addition to the monthly Basic Exchange Access Services rate as described above.
- B. The 911 Telecommunications Surcharge.
- C. Any applicable municipal, state or federal taxes, franchise fees or other charges.
- D. Casual traffic charges that are derived from third party calls (e.g., 10XXX, 900/976, third party calls initiated by the Customer through the Company's system) and trafficked over the Company's system.
- E. The Telecommunications Relay Service Surcharge.

2.4 Local Usage Service

2.4.1 General

Local usage services provide Customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from parties located in the Company's Local Usage Service Area. The Local Usage Service Area of the Company includes the operating area of Verizon Pennsylvania, Inc.

2.4.2 This Section is Reserved for Future Use

2.4.3 Local Usage Service - Rate Schedule

A. General

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified.

To determine rates charges for calls between zones, call bands (as defined in Section 2.4.5 of this tariff) are applicable.

2.4.3 Local Usage Service - Rate Schedule (Cont'd)

B. Exchange Rate Classification

Where usage rate groups are applicable for certain usage packages, classification into such rate groups is made on the basis of the number of lines in the relevant local calling area for the package, adjusted by weighting factors that reflect distance:

A. Lines: The number of lines for each exchange is the sum of the total number of Residence and Business main lines.

B. Weighting Factors:

A. For the exchange itself, each line is counted as "1".

B. For each other exchange which may be called on a local basis, the number of lines is multiplied by a factor based on the rate center to rate center distance, as follows:

| | | | | |
|------------------|------|---------|---------|---------|
| Mileage Bands | 1-10 | 11 - 16 | 17 - 22 | 23 - 30 |
| Distance Factors | 1.0 | 1.5 | 2.0 | 2.5 |

C. The Weighted Line Rate Groups for Exchange Usage are:

| <u>Usage Rate Group</u> | <u>Weighted Lines in Local Calling Area</u> | |
|-------------------------|---------------------------------------------|---------|
| A | 0- | 6,000 |
| B | 6,001- | 12,000 |
| C | 12,001- | 27,000 |
| D | 27,001- | 46,000 |
| E | 46,001- | 83,000 |
| F | 83,001- | 170,000 |
| G | 170,001- | 350,000 |

For the purposes of determining the Dial Tone Line, rate, the Pennsylvania Exchanges are classified in dial tone Cells as provided in Section 2.2.3.

2.4.3.1 Pennsylvania Exchange Area

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the “next.” Calls connected at exactly the start or end of the time periods are considered to be in the “next” period. Except where otherwise specified, time periods for all rates are as follows:

Weekday: 8:00 AM to 10:00 PM, Monday through Friday

Night and Weekend: 10:00 PM to 8:00 AM, Monday through Friday. All day, Saturday and Sunday

B. Local Usage Rate Schedule

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.1.A., preceding.

| | <u>Weekday</u> | <u>Night and Weekend</u> |
|-----------------------------------|----------------|--------------------------|
| - All Call Band 1 Calls, per call | \$0.35 | \$0.35 |

C. Extended Area Unlimited Usage Package

With the Extended Area Unlimited Usage Package Option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. Rate Groups apply as provided in Section 2.2.2., preceding.

| | <u>Monthly Rate</u> |
|---------------------|---------------------|
| Rate Groups A, B, C | \$30.00 |
| Rate Groups D, E | \$30.00 |
| Rate Groups F, G | \$30.00 |

D. Local Area Unlimited Usage Package

With the Local Area Unlimited Usage Package Option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. Rate Groups apply as provided in Section 2.2.2., preceding.

| | <u>Monthly Rate</u> |
|---------------------|---------------------|
| Rate Groups A, B, C | \$30.00 |
| Rate Groups D, E | \$30.00 |
| Rate Groups F, G | \$30.00 |

2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas

A. Time Periods

All times shown below indicate the termination of one rate application period and the beginning of the “next.” Calls connected at exactly the start or end of the time periods are considered to be in the “next” period.

Except where otherwise specified, time periods for all rates are as follows:

Weekday: 8:00 AM to 5:00 PM, Monday through Friday
Evening: 5:00 PM to 10:00 PM, Monday through Friday
Night and Weekend: 10:00 PM to 8:00 AM, Monday through Friday, All day, Saturday and Sunday

B. Local Usage Rate Schedule - Dial Station to Station Calls

1. Call Band 1

The following rates apply to directly dialed local messages placed in the periods defined in 2.4.3.2.A., preceding.

| | <u>Weekday</u> | <u>Evening</u> | <u>Night & Weekend</u> |
|-----------------|----------------|----------------|----------------------------|
| - Rate per Call | | | |
| - Residential | \$0.35 | \$0.30 | \$0.35 |
| - Business | \$0.35 | \$0.30 | \$0.35 |

2.4.3.2 Philadelphia, Philadelphia Suburban, Pittsburgh, and Pittsburgh Suburban Exchange Areas (cont.)

2. Call Bands 2-6

The following rates apply to directly dialed station-to-station calls placed in the periods defined in 2.4.3.2.A., preceding.

| | <u>Weekday</u> | <u>Evening</u> | <u>Night & Weekend</u> |
|------------------------------|----------------|----------------|----------------------------|
| Call Band 2, rate per minute | | | |
| - Residential | \$0.35 | \$0.35 | \$0.35 |
| - Business | \$0.35 | \$0.35 | \$0.35 |
| Call Band 3, rate per minute | | | |
| - Residential | \$0.30 | \$0.30 | \$0.30 |
| - Business | \$0.30 | \$0.30 | \$0.30 |
| Call Band 4, rate per minute | | | |
| - Residential | \$0.35 | \$0.30 | \$0.35 |
| - Business | \$0.35 | \$0.30 | \$0.35 |
| Call Band 5, rate per minute | | | |
| - Residential | \$0.35 | \$0.30 | \$0.35 |
| - Business | \$0.35 | \$0.30 | \$0.35 |
| Call Band 6, rate per minute | | | |
| - Residential | \$0.35 | \$0.30 | \$0.35 |
| - Business | \$0.35 | \$0.30 | \$0.35 |

C. Unlimited Usage Package - Philadelphia Suburban and Pittsburgh Suburban Exchange Areas

With the Unlimited Usage Package option, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls within a specified call band. The following rates apply only to such Customers in the Philadelphia Suburban and Pittsburgh Suburban Exchange Areas.

| | <u>Monthly Rate</u> |
|-------------|---------------------|
| Call Band 1 | \$35.00 |

2.4.4 Additional Discounts

Reserved for Future Use.

2.4.5 Call Bands

Call bands are used to determine the rates charged for calls between zones.

For example, to find the charges applicable to dial station-to-station messages for the Philadelphia Suburban exchange area, one would consult the chart in Section 2.4.5.B. To find the call band applicable for a call between Zone 13 and Zone 40, find the row for Zone 13 along the horizontal rows of the table, and follow it across to the column for Zone 40. The table shows that the applicable Call Band is Call Band 5. Then refer to Section 2.4.3.2.B.2. to determine the applicable rate for the time period of the call.

2.4.5 Call Bands (cont'd)

A. Philadelphia Exchange Areas

The following table shows the Metro Call Bands applicable from stations within the Philadelphia exchange to all Zones of the Philadelphia Suburban exchange.

| To Philadelphia Suburban Exchange | METRO CALL BANDS APPLICABLE FROM PHILADELPHIA EXCHANGE | | | | | | | | | | | | | |
|--------------------------------------------|-----------------------------------------------------------|---|--|--------|---|---|--------|---|---|--------|--|---|---|---|
| | ZONE 1 | | | ZONE 2 | | | ZONE 3 | | | ZONE 4 | | | | |
| | | ★ | | ★ | ★ | ★ | | ★ | ★ | ★ | | ★ | ★ | ★ |
| ZONE 10 | 4 | 3 | | | | 4 | | | | | | 5 | | |
| ZONE 11 | 3 | 3 | | | | 4 | | | | | | 5 | | |
| ZONE 12 | 3 | 2 | | | | 3 | | | | | | 4 | | |
| ZONE 13 | 3 | 2 | | | | 3 | | | | | | 4 | | |
| ZONE 14 | 2 | 1 | | | | 3 | | | | | | 4 | | |
| ZONE 17 | 2 | 1 | | | | 2 | | | | | | 3 | | |
| ZONE 21 | 2 | 1 | | | | 2 | | | | | | 3 | | |
| ZONE 22 | 3 | 3 | | | | 3 | | | | | | 4 | | |
| ZONE 23 | 2 | 1 | | | | 1 | | | | | | 3 | | |
| ZONE 24 | 2 | 1 | | | | 2 | | | | | | 3 | | |
| ZONE 25 | 3 | 2 | | | | 2 | | | | | | 3 | | |
| ZONE 26 | 3 | 3 | | | | 3 | | | | | | 4 | | |
| ZONE 28 | 4 | 3 | | | | 3 | | | | | | 5 | | |
| ZONE 29 | 4 | 3 | | | | 3 | | | | | | 4 | | |
| ZONE 30 | 3 | 3 | | | | 2 | | | | | | 4 | | |
| ZONE 31 | 3 | 2 | | | | 1 | | | | | | 3 | | |
| ZONE 32 | 3 | 3 | | | | 1 | | | | | | 2 | | |
| ZONE 33 | 3 | 3 | | | | 2 | | | | | | 3 | | |
| ZONE 34 | 3 | 3 | | | | 1 | | | | | | 1 | | |
| ZONE 37 | 3 | 3 | | | | 2 | | | | | | 1 | | |
| ZONE 38 | 3 | 3 | | | | 2 | | | | | | 2 | | |
| ZONE 39 | 4 | 4 | | | | 2 | | | | | | 2 | | |
| ZONE 40 | 4 | 4 | | | | 3 | | | | | | 1 | | |
| ZONE 41 | 3 | 4 | | | | 3 | | | | | | 1 | | |
| ZONE 42 | 4 | 5 | | | | 4 | | | | | | 3 | | |
| ZONE 43 | 4 | 5 | | | | 4 | | | | | | 2 | | |
| ZONE 44 | 4 | 5 | | | | 4 | | | | | | 3 | | |
| ZONE 45 | 4 | 4 | | | | 3 | | | | | | 3 | | |

2.4.5 Call Bands (cont'd)

C. Pittsburgh Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh exchange to all zones of the Pittsburgh Suburban exchange.

| TO Pittsburgh Suburban Exchange | METRO CALL BANDS APPLICABLE FROM PITTSBURGH EXCHANGE | | | | | | | |
|------------------------------------------|---------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 | Zone 7 | Zone 8 |
| Zone 10 | 2 | 3 | 3 | 2 | 1 | 2 | 3 | 2 |
| Zone 11 | 2 | 3 | 3 | 2 | 1 | 1 | 3 | 2 |
| Zone 12 | 2 | 3 | 3 | 3 | 2 | 1 | 2 | 3 |
| Zone 13 | 2 | 2 | 3 | 3 | 3 | 1 | 2 | 3 |
| Zone 14 | 2 | 2 | 2 | 3 | 2 | 1 | 1 | 3 |
| Zone 15 | 2 | 1 | 3 | 3 | 3 | 3 | 1 | 3 |
| Zone 16 | 3 | 2 | 3 | 4 | 4 | 3 | 2 | 3 |
| Zone 17 | 2 | 2 | 2 | 3 | 3 | 3 | 2 | 2 |
| Zone 18 | 2 | 2 | 1 | 2 | 3 | 3 | 2 | 2 |
| Zone 19 | 2 | 3 | 1 | 2 | 2 | 3 | 3 | 1 |
| Zone 20 | 3 | 3 | 1 | 2 | 2 | 3 | 3 | 1 |
| Zone 21 | 2 | 3 | 2 | 1 | 2 | 3 | 3 | 2 |
| Zone 22 | 2 | 3 | 2 | 1 | 2 | 3 | 3 | 2 |
| Zone 23 | 4 | 4 | 4 | 3 | 3 | 3 | 4 | 3 |

2.4.5 Call Bands (cont'd)

D. Pittsburgh Suburban Exchange Areas

The following table shows the call bands applicable from stations within the Pittsburgh Suburban Exchange to all points with their local calling areas.

| To Pittsburgh | METRO CALL BANDS APPLICABLE FROM | | | | | | | | | | | | | | | |
|-----------------|----------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|---|--|
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | |
| Zone 10 | F | 1 | 2 | 3 | 3 | | 4 | 4 | 4 | 3 | 3 | 3 | 2 | 1 | 1 | |
| Zone 11 | 1 | F | F | 2 | 2 | | 3 | 4 | 3 | 3 | 3 | 3 | 3 | 2 | 3 | |
| Zone 12 | 2 | F | F | 1 | 2 | | 3 | 4 | 3 | 3 | 3 | 4 | 3 | 3 | 4 | |
| Zone 13 | 3 | 2 | 1 | F | F | | 3 | 3 | 3 | 3 | 4 | 4 | 3 | 3 | 4 | |
| Zone 14 | 3 | 2 | 2 | F | F | | 1 | 3 | 2 | 3 | 3 | 3 | 3 | 3 | 4 | |
| Zone 15 | 4 | 3 | 3 | 3 | 1 | | F | 1 | 2 | 3 | 3 | 4 | 4 | 4 | 5 | |
| Zone 16 | 4 | 4 | 4 | 3 | 3 | | 1 | F | 2 | 3 | 3 | 4 | 4 | 4 | 5 | |
| Zone 17 | 4 | 3 | 3 | 3 | 2 | | 2 | 2 | F | 1 | 2 | 3 | 3 | 3 | 5 | |
| Zone 18 | 3 | 3 | 3 | 3 | 3 | | 3 | 3 | 1 | F | F | 2 | 2 | 3 | 4 | |
| Zone 19 | 3 | 3 | 3 | 4 | 3 | | 3 | 3 | 2 | F | F | F | 2 | 2 | 4 | |
| Zone 20 | 3 | 3 | 4 | 4 | 3 | | 4 | 4 | 3 | 2 | F | F | F | 2 | 3 | |
| Zone 21 | 2 | 3 | 3 | 3 | 3 | | 4 | 4 | 3 | 2 | 2 | F | F | 1 | 3 | |
| Zone 22 | 1 | 2 | 3 | 3 | 3 | | 4 | 4 | 3 | 3 | 2 | 2 | F | F | F | |
| Zone 23 | 1 | 3 | 4 | 4 | 4 | | 5 | 5 | 5 | 4 | 4 | 3 | 3 | F | F | |
| Other Exchanges | | | | | | | | | | | | | | | | |
| Zone 1 | 2 | 2 | 2 | 2 | 2 | | 2 | 3 | 2 | 2 | 2 | 3 | 2 | 2 | 4 | |
| Zone 2 | 3 | 3 | 3 | 2 | 2 | | 1 | 2 | 1 | 2 | 2 | 3 | 3 | 3 | 4 | |
| | | | * | | | | | | * | | | | * | | | |
| Zone 3 | 3 | 3 | 3 | 2 | 2 | | 3 | 3 | 2 | 1 | 1 | 1 | 2 | 2 | 4 | |
| | | | * | | | | | | * | | | | * | | | |
| Zone 4 | 2 | 2 | 3 | 3 | 3 | | 3 | 4 | 3 | 2 | 2 | 2 | 1 | F | 3 | |
| | | | * | | | | | | * | | | | * | | | |
| Zone 5 | 1 | 1 | 2 | 3 | 2 | | 3 | 4 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | |
| Zone 6 | 2 | 1 | 1 | 1 | 1 | | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | |
| | | | * | | | | | | * | | | | * | | | |
| Zone 7 | 3 | 3 | 2 | 2 | 1 | | 1 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 4 | |
| | | | * | | | | | | * | | | | * | | | |
| Zone 8 | 2 | 2 | 3 | 3 | 3 | | 3 | 3 | 2 | 2 | 1 | 1 | 2 | 2 | 3 | |

2.4.5 Call Bands (cont'd)

D. Pittsburgh Suburban Exchange Areas (cont.)

| Other Exchanges Pittsburgh # (Cont'd) | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|------------------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Aliquippa | | | | | | | 1 | | | | | | | |
| Ambridge | | | | | | 1 | F | | | | | | | |
| Canonsburg | | | | 1 | | | | | | | | | | |
| Clairton | 1 | 1 | | | | | | | | | | | | |
| Elizabeth | 1 | 1 | | | | | | | | | | | | |
| Export | | | | | | | | | | | | 1 | 1 | |
| Finleyville | | | F | | | | | | | | | | | |
| Glenwillard | | | | | | | F | 1 | | | | | | |
| Harrison City | | | | | | | | | | | | | | F |
| Herminie | | | | | | | | | | | | | | F |
| Imperial | | | | | 1 | F | | | | | | | | |
| Jeannette | | | | | | | | | | | | | | F |
| McDonald | | | | 1 | | | | | | | | | | |
| McMurray | | | F | 1 | | | | | | | | | | |
| New Kensington | | | | | | | | | | | 1 | | | |
| Oakdale | | | | F | F | | | | | | | | | |
| Springdale | | | | | | | | | | 1 | 1 | | | |
| Tarentum | | | | | | | | | | | | 1 | | |
| Wexford | | | | | | | | 1 | | | | | | |

2.5 Optional Exchange Access Service Enhancement Features and Rate Schedule

2.5.1 General

Services in this section may be purchased in addition to a Company provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

2.5.2 Optional Exchange access service Enhancement Features

AUTOMATIC CALL BACK

Allows a Customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the calls go through; if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

BLOCKING

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Exchange Access Service Enhancement Features. Blocking will also prevent call completion through the use of Automatic Call Back Service. Customers have two blocking options:

Per-Call Blocking

To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis.

Line Blocking

Line Blocking must be added to a Customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to line blocking unless the blocking feature is deactivated. If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. Line blocking is provided without charge, except as discussed in the rate section of this Tariff.

Per-Call and Line Blocking Services require special central office equipment and are furnished only from central offices where facilities are available, as determined by the Company. The services can be activated by either dial-pulse (rotary) or Touch-Tone line dial tone service. These services can be provided to individual line customers only.

Blocking services, both per-call and line, are available to all Customers in the Company's serving territory. Per-Call Blocking is automatically available for Residence and Business Customers, and Line Blocking can be obtained by contacting the Company's business office and having a service order issued. If a customer chooses to block, the name, number, and voiceback, Blocking will also prevent call completion through the use of Automatic Call Back Service.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

BUSY LINE TRANSFER

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. Additional local usage charges can apply (see Section 2.4).

CALL BLOCK

This service allows the Customer to prevent future calls from up to a maximum of six specific telephone numbers. This service can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. This list can only be created from and for telephone numbers located in appropriately equipped offices. Further calls to the Call Block Customer from telephone numbers on this screening list are connected to an announcement stating that the called party is not accepting calls and the Call Block Customer's telephone does not ring. For calls from a line within multiline hunting, the call is blocked only where the main telephone number has been entered in the screening list. Customers can either incur a daily usage charge that applies for each day the list is active; or subscribe to the service and incur a monthly charge for unlimited use.

CALL FORWARDING - Busy Line

This feature allows incoming calls to a line that is busy to be forwarded to another line specified by the Customer. The Call Forwarding - Busy Line feature is furnished from central offices where facilities are available as determined by the Company.

CALL FORWARDING - Busy Line and Don't Answer

In addition to Call Forwarding - Busy Line services, this feature also allows incoming calls to a line that is not answered after a specific number of rings designated by the Customer and within parameters defined by the Company to be forwarded to another line specified by the Customer. On a monthly basis, Customers may subscribe to one feature or to both features combined. This offering is available to individual line Residence and Business Customer, excluding Exchange Access Lines associated with Direct Inward Dialing, WATS, Centrex, Semipublic, COCOT, Mobile service and other services as determined by the Company.

Call Forwarding - Busy Line, Don't Answer features and furnished from, central offices where facilities are available, as determined by the Company.

CALL FORWARDING - Variable

Permits a Customer to automatically transfer all incoming calls to another dialable telephone number. In addition to these charges, local usage charges as detailed in Section 2.4 will apply.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

CALL FORWARDING REMOTE

In addition to the Call Forwarding Variable feature access method, Call Forwarding Remote provides the Customer with access from any touch-tone or touch-signaling-capable telephone. The Customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Call Forwarding Remote Service is only offered on a monthly subscription basis. Call Forwarding Remote is a Remote Change Service.

CALL TRACE

This feature will, upon successful Customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to Customers whose basic exchange access service includes only Residence lines. The traced number will not be provided to the Customer by the Company, but it will be provided to law enforcement officials upon the written request of the Customer.

CALL WAITING

Provides a tone signal when a second call is coming in on a busy line.

CALLER ID

This central office feature provides for the display of the incoming telephone number on a Customer provided display device attached to the Customer's telephone line or on a Customer provided telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the Customer provided display device. The Company will forward all telephone numbers subject to technical abilities.

Caller ID, as facilities permit, provides a Customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

CALLER ID DELUXE

This service, in addition to providing the same capabilities as Caller ID, displays both the incoming telephone number and the main listed name associated with the incoming telephone number. This service will display all telephone numbers, including Non-Published and Non-Listed telephone numbers, unless blocked on the originating end. When a calling party is using blocking, the Caller ID Deluxe subscriber will receive an indication that the name and number are blocked.

Caller ID Deluxe, as facilities permit, provides a Customer with Anonymous Call Rejection, the feature that provides the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and associated main listed names on outgoing calls.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

Caller ID Deluxe Service is available to Customers by monthly subscription only, which provides unlimited use of the service.

CALLER ID WITH NAME

This central office feature is only offered to Customers being served by appropriately equipped central office and subscribing to Caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a Customer provided display device. The Company will forward all calling names subject to technical limitations.

CONTROL EQUIPMENT FOR EXCHANGE ACCESS LINES

Make Busy Arrangement

An exchange access line make busy arrangement may be furnished when a Customer wishes to control the volume of incoming calls to an exchange access line or lines operated as a group. Control equipment located in the serving central office, a Customer provided control key on the Customer's premises and a Metallic channel for miscellaneous purposes are required to provide this service. The make busy arrangement will not be provided on Toll Free Service, coin telephone service or exchange access lines not operated as a hunting group.

Hunting Arrangement

Exchange access lines arranged as a hunting group may be furnished by control equipment located in the serving central office to provide the capability of completing multiple calls to a Customer by dialing one main telephone number.

Stop Hunt Feature

The stop hunt feature provides a Customer with a means of discontinuing trunk hunting as at predetermined point within a number of exchange access lines operated as a group. Control equipment located in the serving central office, a Customer provided control key on the Customer's premises and a Metallic channel for miscellaneous purposes are required to provide this service. The stop hunt feature will not be provided on coin telephone service.

FOUR WIRE SERVICE TERMINATING ARRANGEMENT

The Four Wire Service Terminating Arrangement permits switching equipment that is designed to use four wire terminations to be connected to the Company's standard two wire Foreign Exchange and Foreign Central Office facilities toll network. While this offering contemplates the use of four wire facilities, between the local serving wire centers and the premises switching equipment, two wired facilities may be used.

Transmission performance that meets the established standard of the Company will be obtained over facilities connected to a Four Wire Service Terminating Arrangement. If a Customer requests improvement beyond this, additional equipment will be provided, where facility conditions permit, subject to additional rates and charges based on the costs incurred.

2.5.2 Optional Exchange Access Service Enhancement Features (continued)

MULTI RING SERVICE

Multi Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as “Dependent” numbers) assigned to one dial tone line in addition to the main number (referred to as the “Master number”). Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third access line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. Multi Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to Customers subscribing to the Call Waiting feature of Custom Calling Service.

PRIORITY CALL

This service provides one distinctive audible signal to the called Customer when a call is received from one of up to six respecified telephone numbers. This service is only available with telephone numbers located in appropriately equipped offices. If the called Customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multiline hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

REPEAT DIALING

Allows a calling party to automatically redial the last number dialed, provided there has been no intervening calls. If the called line is busy, a 30-minute queuing process begins. The calling party is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy status of the called line until both lines are found idle or the queuing process expires.

Customer can subscribe to this service and pay a monthly charge or use it on a per activation basis. If a Customer subscribes to this service, the monthly rate includes unlimited usage. When the Customer uses the service on a per activation basis, a usage charge applies each time the service is activated whether or not the called party answers.

SELECT FORWARD

This service allows the Customer to select a maximum of six telephone numbers to be forwarded to a second telephone number. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

For calls from a line within multiline hunting, the call is selectively forwarded only where the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the list is active, or subscribe to the service and incur a monthly charge for unlimited use.

THREE-WAY CALLING

Adds a third party to an established connection without operator assistance.

2.5.3 Optional Exchange Access Service Enhancement Features - Rate Schedule

Rates in this section are applied on a monthly basis unless otherwise specified:

| | <u>Residence</u> | <u>Business</u> |
|-------------------------------------|------------------|-----------------|
| AUTOMATIC CALL BACK | | |
| - Monthly | \$5.00 | \$5.00 |
| - Per Activation | \$0.65 | \$0.75 |
| BUSY LINE TRANSFER | \$3.50 | \$3.50 |
| BLOCKING | | |
| - Non Recurring Charge ⁶ | \$5.00 | \$5.00 |
| CALL BLOCK | | |
| - Usage Rate | \$0.65 | \$0.65 |
| CALL FORWARDING | | |
| - Busy line | \$5.00 | \$5.00 |
| - Busy line and Don't Answer | \$5.00 | \$5.00 |
| - Variable | \$5.00 | \$5.00 |
| CALL FORWARDING REMOTE | \$5.00 | \$5.00 |
| CALL TRACE | \$5.00 | \$5.00 |
| - Per Activation | \$3.50 | \$3.50 |
| CALL WAITING | \$7.50 | \$8.00 |
| CALLER ID | \$10.00 | \$12.75 |
| CALLER ID DELUXE | \$12.75 | \$12.75 |

⁶Charge applies to change orders for subscription to feature. One charge applies per line, per order. One charge is in addition to applicable charges for other work being performed. The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company's business office. However, if a Customer subscribes, disconnects, and then reconnects line blocking at the same address, a nonrecurring charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic violence program or protected by court order, social welfare agencies such as women's shelters, health and counseling center, public service hotlines and the staff thereof.

2.5.3 Optional Exchange Access Service Enhancement Features - Rate Schedule (cont.)

| | <u>Residence</u> | <u>Business</u> |
|--------------------------------------------------|------------------|-----------------|
| CONTROL EQUIPMENT FOR EXCHANGE ACCESS LINES | | |
| - Make Busy Arrangement | \$6.00 | \$10.00 |
| - Central Office Control Equipment ⁷ | \$6.00 | \$10.00 |
| - Hunting Arrangement | \$6.00 | \$10.00 |
| - Rearrangement of Configuration ⁸ | \$6.00 | \$10.00 |
| - Stop Hunt Feature | \$6.00 | \$10.00 |
| - Central Office Control Equipment ⁹ | \$6.00 | \$10.00 |
| | | |
| FOUR WIRE SERVICE TERMINATING ARR. ¹⁰ | \$5.00 | \$5.00 |
| | | |
| MULTI RING SERVICE | \$5.00 | \$5.00 |
| - 1 st Line | \$5.00 | \$5.00 |
| - 2 nd Line | \$5.00 | \$5.00 |
| | | |
| PRIORITY CALL | \$5.00 | \$5.00 |
| - Usage rate | \$0.65 | \$0.65 |
| | | |
| REPEAT DIALING | \$5.00 | \$5.00 |
| - Usage Rate | \$0.65 | \$0.65 |
| | | |
| SELECT FORWARD | \$5.00 | \$5.00 |
| - Usage Rate | \$0.65 | \$0.65 |
| | | |
| THREE-WAY CALLING | \$5.00 | \$5.00 |
| - Usage Rate | \$0.65 | \$0.65 |

⁷For each eleven or less exchange access lines made busy.

⁸One time charge for rearrangement of the configuration of exchange access lines arranged for hunting (includes addition or deletion of hunting on any or all lines). No charge applies to arrange access lines for hunting when the arrangement is made coincident with the establishment of the lines. A charge applies to arrange established lines.

⁹Charge applies to remove hunting.

¹⁰When installed coincident and subsequent to the dial tone line with which associated.

2.5.4 Optional Exchange Access Service Enhancement Features - Non-Recurring Charges

A. Nonrecurring Rates

The following nonrecurring service charges apply to change orders for subscription Optional Central Office Services. One charge applies per line, per order regardless of the number of services being changed or added. The nonrecurring Product/Service Charge is in addition to applicable charges for other work being performed.

| | <u>Nonrecurring Product/Service Charge</u> ¹¹ |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| A. Change orders for subscription Optional Central Office Services, per line, per order. | |
| - Residential | \$15.00 |
| - Business | \$25.00 |
| B. Optional Central Office Usage Services Service Reactivation, per line ¹² | |
| - Residential | \$35.00 |
| - Business | \$35.00 |
| C. Change PIN for Remote Access Service, per change by Company | |
| - Residential | \$5.00 |
| - Business | \$5.00 |
| Change Call Forwarding arrangement on Multi Ring Service, per change ¹³ | |
| - Residential | \$5.00 |
| - Business | \$5.00 |
| Change standard ringing and associated tone patterns or change telephone number of dependent Multi Ring Number, per change | |
| - Residential | \$5.00 |
| - Business | \$5.00 |

¹¹Appropriate business rates are applicable to Feature Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

¹²Applies to Customers who have previously had usage service(s) removed. These charges are not subject to any waiver stated in this or any other sections of this tariff. One charge applies per line regardless of the number of services reactivated.

¹³Applies to Customers who have previously established service. These charges are not subject to any waiver stated in this or any other sections of this tariff.

2.5.4 Optional Exchange Access Service Enhancement Features - Non-Recurring Charges (cont.)

| | <u>Nonrecurring Product/Service Charge</u> ¹⁴ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| D. Change Multi Ring Service, per change (Change Call Forwarding Arrangement, standard ringing and Associated tone patterns, or telephone number of dependent number) | |
| - Residential | \$6.00 |
| - Business | \$10.00 |
| E. Line Blocking ¹⁵ | |
| - Residential | \$6.00 |
| - Business | \$10.00 |
| F. For subscription requests received within a 90- day period following the initial provision of central office facilities, the introduction of new services, or the enhancement of existing services, the Company will waive the nonrecurring Product/Service Charge for the establishment of selected Optional Services. This provision does not apply to Centrex Customers. | |

¹⁴Appropriate business rates are applicable to Feature Group A and Lineside Basic Service Arrangement (BSA) Switched Access Service.

¹⁵The initial request for line blocking will be provided free of charge for all new and existing Customers upon request to the Company's business office. However, if a Customer subscribes, disconnects, and then reconnects Line Blocking at the same address, a nonrecurring product/service charge will be charged. The nonrecurring charge will not, under any circumstances, however, be applied to victims of domestic violence receiving services from a domestic violence program or protected by a court order, social welfare agencies such as women's shelter, health and counseling center, public service hotlines and the staff thereof.

2.6 Operator Assistance Services

2.6.1 General

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services as identified in Section 2.4.3 or 2.9 of this tariff.

2.6.2 Operator Assistance Surcharges - Descriptions

STATION-TO-STATION

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.

PERSON-TO-PERSON

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

2.6.3 Operator Assistance Surcharges - Rate Schedule

Call Bands apply as specified in Section 2.4.5.

2.6.3.1 All Exchange Areas

A. Operator Local Calls - All Exchange Areas

Calls placed through the operator between points in the local calling area are charged the following Operator Service Charges:

| | <u>Residence</u> | <u>Business</u> |
|------------------------|------------------|-----------------|
| - Station-to- Station* | \$1.75 | \$2.75 |
| - Person-to-Person | \$2.00 | \$2.25 |

B. Operator Assisted Usage Charges - All Exchange Areas

| | <u>Residence</u> | <u>Business</u> |
|-----------------------------------------------|------------------|-----------------|
| - 1 st Minute or fraction thereof | \$0.45 | \$0.45 |
| - Each additional minute, or fraction thereof | \$0.25 | \$0.25 |

*Includes special billing number, operator dialed and completed calls and all Time and Charge request calls (except hotel/motel guest originated as provided in this tariff. The live operator surcharge will be waived for victims of domestic violence, the staffs of domestic violence program agencies (when involved in domestic violence counseling) and emergency services personnel (while in performance of their jobs).

2.6.4 Verification Service

A. Line Status Verification *

Upon Customer request, subject to technical limitations, the operator will verify and provide the line status condition subject to a charge of \$1.40 per each request.

B. Call Interruption

Upon Customer request, subject to technical limitations, the operator will verify the line status condition and interrupt a call in progress to notify the party on the call that another caller is attempting to contact the line. The charge for call interruption is \$2.00 for each request. This charge includes verifying the line status condition and call interruption.

C. Billing

Charges may be billed alternatively billed to a Calling Card, Third Number, or Coin Sent Paid. Charges may not be billed as Person-to-Person or Collect Calls.

*Note: no charge will apply for a line status verification when a trouble condition is indicated on the line.

2.7 Directory Services

2.7.1 General

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or used by dialable directories and Company operators. This section applies only to services provided by the Company. (See Section 1.2.16 and 1.2.17 pertaining to the Company's liability for Customer information and its appearance in a public directory.)

2.7.2 Directory Services - Descriptions

ALPHABETIC DIRECTORY LISTING

Listing is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is provided for each line provided pursuant to the Company's Exchange access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer service.

2.7.2 Directory Services – Descriptions (Cont'd)

ALTERNATE CALL NUMBER LISTINGS

An Alternate Call Number Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above. Alternate Call Number listings include duplicate listings, foreign listings, reference listings and temporary listings.

DIRECTORY ASSISTANCE CALL

Directory Assistance (D.A.) Call services furnish the Customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

INFORMATION CALL COMPLETION

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call service. ICC allows the Customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

PRIVATE LISTING

A telephone number which is not listed in either directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

SEMI-PRIVATE LISTING

A telephone number which is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Service Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

2.7.3 Listing Furnished Without Extra Charge

| | <u>Number of Listings</u> |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Business Service Listings For each Business telephone number listed, except numbers of Centrex or In-dialing Service station lines | 1 |
| Residence Service Listings For each Residence telephone number when provided at the time Service is established | 1 |
| Foreign Exchange Services Listings For each number listed in the alphabetical list for the foreign exchange | 1 |

2.7.4 Charge Listings

The following charges apply to listings of the type covered in Section 2.7.3, preceding, in addition to the number specified therein.

A. Monthly Charges

| | <u>Monthly Rate</u> |
|------------------------------|---------------------|
| - For each Business listing | \$7.50 |
| - For each Residence listing | \$5.00 |

B. Product/Service Charges

In addition, a Product/Service charge applies as follows.

For a Residence listing within the limit specified in 2.7.3 preceding when requested subsequent to the establishment of service.

For each Residence or Business listing requested in excess of the number provided without extra charge as specified in 2.7.3 preceding.

For each change requested in an existing Residence or Business listing as specified in 2.7.3 preceding.

| | <u>Product/Service Charge</u> |
|----------------------------------------------------------------|-------------------------------|
| - First Business listing requested, per order | \$7.50 |
| - Each subsequent Business listing requested on the same order | \$10.00 |
| - Each Residence listing | \$6.00 |

The Product/Service charge does not apply for changing a listing on a Residence account when a Customer has assumed the outstanding charges on an existing account and the listing change is caused by a divorce, death, marriage or court order.

2.7.4 Charge Listings (cont.)

C. Alternative Call Number Listings

| | <u>Monthly Rate</u> | <u>Product/Service Charge</u> |
|--------------------------------------------------------------------------|---------------------|-------------------------------|
| - First Business listing requested, per order | \$6.00 | \$15.00 |
| - Each subsequent Business listing requested on the same order | \$6.00 | \$10.00 |
| - First existing Business listing rearranged per order | \$6.00 | \$10.00 |
| - Each subsequent existing Business listing rearranged on the same order | \$6.00 | \$10.00 |
| - Each Residence listing | \$6.00 | \$10.00 |
| - Each existing Residence listing rearranged | \$6.00 | \$10.00 |

D. Toll Free Service

| | <u>Monthly Rate</u> | <u>Product/Service Charge</u> |
|-----------------------------------------------------------------|---------------------|-------------------------------|
| - First listing requested, per order | \$6.00 | \$15.00 |
| - Each subsequent listing requested on the same order | \$6.00 | \$10.00 |
| - First existing listing rearranged, per order | \$6.00 | \$10.00 |
| - Each subsequent existing listing rearranged on the same order | \$6.00 | \$10.00 |

E. Other Directory Services

| | <u>Residence</u> | <u>Business</u> |
|------------------------------|------------------|-----------------|
| Directory Assistance Call | | |
| - Per Call ¹⁶ | \$1.75 | \$2.75 |
| Information Call Completion | | |
| - Per Call Completed | \$1.75 | \$2.00 |
| Private Listing | | |
| - Per Month for Each Listing | \$6.50 | \$7.50 |
| Semi-Private Listing | | |
| - Per Month for Each Listing | \$5.00 | \$6.00 |

¹⁶An allowance of two direct dialed directory assistance calls per month without charge are permitted for each Residential exchange service or trunk line. Call allowances or calls are not transferable between separate accounts of the same Customer.

2.8 Restoration of Service

2.8.1 General

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

2.8.2 Restoration of Service - Rate Schedule

| | <u>Non-Recurring Charge</u> | |
|--------------|-----------------------------|-----------------|
| | <u>Residence</u> | <u>Business</u> |
| Per Occasion | \$35.00 | \$35.00 |

2.9 Reserved for Future Use

2.10 Supplemental Equipment

2.10.1 General

Reserved for future use.

2.11 Presubscription

2.11.1 IntraLATA Toll Presubscription

A. Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

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

2.11.1 IntraLATA Toll Presubscription (Continued)

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

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

B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

C. Presubscription Charge Application

1. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

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

2.11.1 IntraLATA Toll Presubscription (Continued)

C. Presubscription Charge Application (Continued)

4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in G.2 following. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

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

D. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
 - A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
 - When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
 - If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

2.11.1 IntraLATA Toll Presubscription (Continued)

D. End User Charge Discrepancy (Continued)

2. Verification of Orders for Telemarketing

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

E. PIC Switchback Option-Business/Residence

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

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

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

2.11.2 Presubscription - Rate Schedule

| | <u>Non-Recurring Charge</u> | |
|--------------|-----------------------------|-----------------|
| | <u>Residence</u> | <u>Business</u> |
| Per Occasion | \$5.00 | \$5.00 |

2.12 This Section Reserved for Future Use

2.13 Telephone Assistance Programs

2.13.1. Reserved for future use

2.13.2. Reserved for future use

2.13.3 Reserved for future use

2.13.4 Emergency Services (911/Enhanced 911)

A. Description

1. Emergency Service (911/Enhanced 911) allows Customers to reach appropriate emergency agencies including police, fire and ambulance services.
2. Emergency Service (911/E911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

3 SPECIAL ARRANGEMENTS

3.1 General

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charge; (3) termination liabilities; (4) combinations thereof.

3.2 Basis for Computing Rates for Special Arrangements

The costs referred to in Section 3.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost of installing the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs may include the following:
 - 1. Equipment and materials provided or used,
 - 2. Engineering, labor and supervision,
 - 3. Transportation, and
 - 4. Rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimates net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, precessing and related fees;
- F. Tariff preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

3.3 Termination Liability for Special Arrangements

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer as follows:

- A. The termination liability period is the estimated service life of the facilities provided,
- B. The amount of the maximum termination liability is equal to the estimated amount for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction or new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. Equipment and materials provided or used,
 - b. Engineering, labor and supervision,
 - c. Transportation, and
 - d. Rights of way;
 - 2. License preparation, processing, and related fees;
 - 3. Tariff preparation, processing, and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method applies to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.3.B preceding shall be adjusted to reflect to the redetermined estimate net salvage, including any reuse of facilities provided. This product is adjusted to reflect applicable taxes.

3.4 Other Special Arrangements

THIS SECTION REMAINS BLANK FOR PURPOSES OF FUTURE USE

4. PROMOTIONAL OFFERINGS

4.1 General

The Company may from time to time engage in special promotional offerings or trial service offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission. Promotional offerings may include, but are not limited to, special discount plans or lower rate offerings. All promotional offerings will include the duration of the offering and will be filed with the Commission on ten (10) days notice before it is offered to the Customers.