

COMPETITIVE LOCAL EXCHANGE CARRIER

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**iNetworks Group, Inc.**

BUSINESS ONLY SERVICES

COMPETITIVE LOCAL EXCHANGE CARRIER

Regulations and Schedule of Charges

WITHIN THE STATE OF PENNSYLVANIA

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone PA P.U.C. Nos. 180A, 182, 182A, 185B and 185C and Verizon North Inc. Telephone PA P.U.U. Nos. 1, 3, 5 and 6.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to 52 PA Code, 66 PA C.S. and the Telecommunications Act of 1934, (as amended), 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606 and at the Company's website: [http://www.inetworksgroup.com/about\\_us.html](http://www.inetworksgroup.com/about_us.html)

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Issued: October 23, 2009

Effective: October 30, 2009

By: Raymond L Cowley, Sr. VP & General Manager  
iNetworks Group, Inc.  
125 S. Wacker Drive, Suite 2510  
Chicago, IL 60606

## COMPETITIVE LOCAL EXCHANGE CARRIER

CHECK LIST

Sheets 1 through 72 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
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\* Indicates new page revision with this issue

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LIST OF MODIFICATIONS

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EXPLANATION OF SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change.
- (D) To signify decreased rate.
- (I) To signify an increased rate.

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utility Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2. 1. 1.A.
  - 2.1. 1. A. 1.
  - 2.1. 1. A. 1. (a)
  - 2.1.1.A.1.(a).I
  - 2.1. 1 A. 1 (a). 1. (i)
  - 2.1. 1 .A. 1.(a).1 (i) (1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by iNetworks Group, Inc. (hereinafter referred to as "Company") between various locations in the State of Pennsylvania.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Pennsylvania Public Utility Commission.

Credit(s)

"Credit(s) is defined as an amount erroneously charged to a Customer, the result is an overpayment by the Customer. Credit(s) will be allotted to Customer as set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" is defined as an amount due for overpayment to a Customer who has experienced an interruption or outage as set forth in Section 2.26.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

ICB

"ICB"(s) are defined as charges for special construction and are subject to individual negotiation between the Company and the Customer. Costs are based upon the Company's actually incurred labor, material and other costs, and may include without limitation recurring, nonrecurring, and early termination Charges. Full details of when an "ICB" is applicable is set forth in Section 2.35.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

TDD" means a Telecommunications Device for the Deaf.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECS, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold or leased by the Company pursuant to this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the company

2.1.1 Obligation to Provide Service

The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations

The obligations of the company to provide services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the company (Cont'd)

2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Tariff(s).

2.4 Call blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the company will be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights of-way, and other arrangements necessary for such Interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Equipment

- 2.6.1 The company's facilities or Services may be used with or terminated to Customer Premises equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the company, or other Carriers as required, to leave access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.9 Non-routine maintenance and installation

At the Customer's request, the Company will perform installation or maintenance on weekends or times other than during normal business hours; provided, however, customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance. Said non-routine maintenance and installation will be subject to availability to Company by contract providers.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service commencement and acceptance

Billing for Services will commence as of the Service Commencement date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis will incur a charge equal to the greater of (i) the non-recurring charges for the MSP, or (ii) the company's reasonably incurred, actual expenses associated with such cancellation..

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears.

2.14.3 Charges for telecommunications Service will be billed to Customer on a monthly (30 days) basis, in advance, 20 days before the due date for the following month's service. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by 5:00 p.m. on the 10<sup>th</sup> day of the month following the due date. Customers may pay their monthly bills with a cashier's check, money order, cash, money gram, credit card or ACH payment directly to the Company, by U.S. Mail, or at an authorized agent of the Company. If a customer pays the bill by U.S. Mail, it will be considered to have been received as of the valid postmark date.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Billing and Payments (Cont'd)

2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole Option, may Terminate Services in the event Customer fails to pay any invoice within ten (10) calendar days after the due date stated thereon, subject to five (5) business days prior written notice and to any other applicable Commission Regulations provided. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to Obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment

If the customer's invoice is not paid in full by 5:00 p.m. on the 10th day of the month following the due date the customers account will be charged a \$10.00 late payment fee.

2.16 Deposits

The Company will not require any Customer to make a deposit to secure or maintain service.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Advance Payments

2.17.1 Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.17.2 Non-Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Discontinuation

2.20.1 By Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- A By order of a Governmental Authority;
- B In the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;
- C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or
- D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer

The Customer may Terminate Service upon thirty (30) days prior verbal notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

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

A. Liability for interruptions will be limited to credits as outlined in Section 2.26.

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

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.22 Limitation of Liability (Cont'd)

3. The Company shall not be liable for any act of omission of any entity furnishing to the Company for the services the Company offers.
4. 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.
5. The Company is not liable for any claims for loss or damages involving:
  - A) Breach in the privacy or security of communications transmitted by the Company.
  - B) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act of omission of the Customer.
  - C) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - D) Any noncompletion of calls due to network busy conditions.
6. The Liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
7. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed actual sums paid to the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.24 Indemnification

1. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
  - A) The Company assumes no responsibility for the availability or performance of any systems under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such services. Such services are provided subject to such degree of protection or nonpreemptibility as may be provided by other entities.
  - B) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, arising from or in connection with:

2.25.1 Libel or slander resulting from Subscriber's use of the Services;

2.25.2 Any loss, damage, or destruction of any property not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 Infringement of any patent, copyright, trademark, trade name, service mark or Trade secret arising from: (i) the transmission of any material transmitted (a) By any Subscriber of (b) by any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination Subscriber's use of Services with CPE or with other Subscriber provided facilities Or services; and

2.25.4 Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credit (Interruption of Service)

Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth here.

2.26.1 It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

2.26.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

2.26.3. Credit for interruption periods will begin when the Customer notifies the Company of the service interruption. An interruption period will cease when the service is restored and operative.

2.26.4. For purposes of credit computation, every month shall be considered to have thirty (30) days. Credit allowances will be applied on a prorate basis against the rates specified in Section 5 of this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credit (Interruption of Service) (cont'd)

2.26.5. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/30th of the monthly charge for the facilities affected for each quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 30$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.26.6. Interruptions of 24 consecutive hours or more shall have credit applied in an amount equal to 1/30 of the monthly tariff rate for each full 24 hour period during which the interruption continues after notification by Customer to the Company.

2.26.7 In the event of an Interruption caused by the Underlying Carrier for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same.

- A. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier.
- B. The Company will have no obligation to apply any credit to Customer's account for interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credits and Credit Allowances (Cont'd)

2.26.8 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26.

- A. Credit(s) and Credit Allowances shall be unavailable to any Customer that does not incur any fixed monthly charges as a result of the outline interruptions above. Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the minimum Service Period.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with the Company's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any performance failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.31 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.32 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of Pennsylvania.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.34 Assignment

2.34.1 By Customer

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction of ICB is construction undertaken.

2.35.1 Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

2.35.2 Where facilities other than those which the Company provides are requested by the Customer;

2.35.3 Where facilities are requested by the Customer over a route other than that which the Company serves;

2.35.4 When Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

2.35.5 Where Services are requested by a Customer on an expedited basis; or

2.35.6 Where Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

2.35.7 All ICB contracts will be duly filed with the Pennsylvania Public Utility Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.36 Customer Complaints and/or Billing Disputes

Customers may contact the Company's representatives 24 hours a day, 7 days a week at 1- 866-363-6387 or by writing to the Company, Customer Service Department, 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606.

Any objection to billed charges should be reported within thirty (30) days of the date of the invoice to the Company. Adjustments to Customers' bills shall be made to the extent that records are available or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

The Commission shall have primary jurisdiction over the resolution of customer complaints. The Commission may be reached at:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
400 North Street  
Keystone Building  
Harrisburg, PA 17120  
Telephone: 1-800-692-7380

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service

Basic local exchange services are provided by the Company through resale of local exchange access and local exchange services provided by an Underlying Carrier. The Company's Services consist of (i) Business Telecommunications Service, (ii) Optional Features, (iii) access to Directory Listing Services, and (iv) access to 911 services.

3.1.1 Switched Local Service

Switched Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Switched Local Service interfaces with the local central office equipment.

Switched Local Service provides a Customer with a single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900 and 976).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.2 Dedicated Local Service

Dedicated Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Dedicated Local Service interfaces with the local central office equipment.

Dedicated Local Service can be provisioned to provide a Customer with a multiple, voice-grade communications Channels, including telephone numbers and a Directory Listings. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900 and 976).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

Dedicated Local Service can be provided via Digital Subscriber Level 1 (DS1), Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Digital Subscriber Level 3 (DS3), Optical Carrier Level 3 (OC3), Optical Carrier Level 12 (OC12), and Optical Carrier Level 48 (OC48).

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DS0 64 Kbps channels. The base configuration consists of 23 64 Kbps B channels for end user voice and/or data traffic and one 64 D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full complement of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting Voice and Circuit Switched Data. The D channel controls all B channels Voice and Circuit Switched Data.

Long distance usage generated from a Local ISDN PRI will be considered switched.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.4 Leased Line Service

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

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

Leased Line Services are available from the Company, where technically and economically feasible.

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's network specified by the Customer. Leased Line service is provided to Customers with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps).

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Service (Cont'd)

3.1.5 Unlimited Domestic Long Distance

Selected Calling Plans may include unlimited domestic long distance. Unlimited long distance includes voice calls by customers to all fifty states. Data and internet access calls are not included. Use is considered to be 2000 minutes or less per month. Any customer on this plan that uses more than 2000 minutes per month for more than one consecutive month will have their service suspended.

3.1.6 Standard Features

Each Customer is provided with only local exchange service unless subscribing to a plan that includes long distance as described herein below.

3.1.7 Optional Features

Customers may select from the following optional features: (i) Anonymous Call Reject, (ii) Call Block, (iii) Call Forwarding, (iv) Call Return; (v) Call Trace; (vi) Call Waiting; (vii) Caller ID (viii) Speed Dial; (ix) Three Way Calling; ( x) Unpublished Number; and (xi) Voice Mail.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions

Anonymous Call Reject

This service allows customers to automatically stop certain calls from ringing their phone. These calls are restricted calls or those that would be reflected as "Private" on the customer's caller id. This option is only available when purchasing a service bundle.

Call Block

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

Call Forwarding

The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

Call Trace

This service permits the tracing of the last call received and holds the information for an authorized law enforcement agency.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Call Waiting

A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

Caller ID

The Subscriber may view on a display unit the telephone number and name of incoming telephone calls.

Speed Dial

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code. This option is only available when purchasing a service bundle.

Three Way Calling

The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Unpublished Number

The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the customer's exchange area.

Voice Mail

The Subscriber will have a private voice mail messaging system which will allow them to create a personal greeting, play messages and save or delete messages.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

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3.3 911 Emergency Service

- 3.3.1 The "911" Service Access Code allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller origination point. The Customer's address and telephone information will be displayed to the primary 911 provider for display at the Public Answering Point (PSAP).
- 3.3.2 The Company will collect fees on behalf of the counties in its' operating area to support the 911 emergency system. Fees collected for this purpose will be marked as a separate line item on the Customers telephone bill.
- 3.3.3 The Company is indemnified under the Public Safety Emergency Telephone Act , Act 78 of 1990.
- 3.3.4 Cases of Service interruptions which affect public health and/or safety shall receive priority attention under any and all conditions, particularly in time of disaster. In such instance, every appropriate resource will be utilized. The service provider will make reasonable efforts to have its system fully functional as soon as possible, unless conditions beyond the Company's control prevent service restoration.
- 3.3.5 The Company shall adopt and make use of the available Master Street Address Guide (MSAG) and upon transmittal of a Customer's 911 Service record, which includes Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's Street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address.
- 3.3.6 Customers dialing 911 waive the privacy afforded by non-listed and non-published service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

3.4.1 General

The Company will provide access to the Pennsylvania Telecommunications Relay Service (PA TRS) which is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth, at no additional cost.

Access to the PA TRS, includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech.

Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

3.4.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all business lines served by the Company. This surcharge applies regardless of whether or not the access line uses the PA TRS.

The Commission may revise the surcharge more frequently than annually at its discretion. As of the effective date of this tariff, the following surcharge rates apply to all customer invoices issued.

July 1, 2008.

Per business access line, per month \$0.08

## COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

## 3.4 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (cont'd)

## 3.4.2 Surcharge (cont'd)

The surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

Issued: October 23, 2009

Effective: October 30, 2009

By: Raymond L Cowley, Sr. VP & General Manager  
iNetworks Group, Inc.  
125 S. Wacker Drive, Suite 2510  
Chicago, IL 60606

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (cont'd)

3.4.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

3.4.4 Regulations

- A. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- B. Calls through the Relay Service may be billed to a third number. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Cont'd)

3.4.4 Regulations (Cont'd)

- D. The following calls may not be placed through the Relay Service:
- 1) calls to informational recordings and group bridging service;
  - 2) calls to time or weather recorded messages;
  - 3) station sent paid calls from coin telephones; and
  - 4) operator-handled conference service and other teleconference calls.

3.4.5 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has control over the provision of the service except for the facilities provided directly by the Company. The Company's liability in the absence of gross negligence or willful misconduct on the part of The Company, liability will be limited as outlined in Section 2.22.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 - RATES

4.1 Return Check Charge

The policy of the Company will be to accept checks on a discretionary basis with a return check charge of twenty dollars (\$20.00).

4.2 Reconnection/Activation Fee

A charge of \$50.00, or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage.

The Company will not offer special promotions for more than 6 months in any consecutive 12 month period which will be considered commencing as of the first date of the offering.

Promotions will be filed at the Commission no less than 30 days prior to the public offering.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 – RATES (CONT'D)

4.4 Miscellaneous Charges

When charges are waived by Underlying Carrier due to promotions, the Company will also waive the charges. This would include but not limited to Line Connection charges, Line Change Charges, Secondary Charges, etc. However when there are any charges applicable and due the Underlying Carrier, the Company will pass them on to the end user at the tariff price of the Underlying Carrier.

The installation charges may be paid either in full with application or half at application and the other half billed on the first invoice. This would be extended to new customers and would not apply to reapplication of customers who have previously been disconnected for non-payment of a bill(s).

4.5 Customized Service Packages and Competitive Discounts

From time-to-time, based on competitive situations, the Company will offer special discount structures or promotional offerings to retain existing customers and/or develop new customers.

Customized service packages and competitive pricing packages may also be furnished at negotiated rates on a case-by-case basis, in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 – RATES (CONT'D)

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4.6 Business Local Exchange Services4.6.1 Non-recurring Charges

Processing/Application Fee	\$10.00
Activation Fee	\$50.00
Reconnection/Restoral Fee	\$50.00

4.6.2 Recurring Charges

Business Basic Service	\$59.99
Call Restriction	Included
Directory Listing	Included
911 Service	Included
Hearing Impaired Service	Included
Access Charge	Included
Area Calling (where available)	\$25.00
FCC Authorized Line Fee	\$ 6.50
Local Number Portability	\$ 0.35

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 – RATES (CONT'D)

4.6 Business Local Exchange Services

4.6.3	<u>Business Packages</u>	<u>Monthly</u>
	<b><u>Package A</u></b>	\$55.99
	Each additional line	\$55.99
	Unlimited local calling	
	100 minutes of LD	
	<b><u>Package B</u></b>	\$59.99
	Each additional line	\$59.99
	Unlimited local calling	
	100 minutes of LD	
	Caller ID	
	Call Waiting	
	Three-Way Calling	
	<b><u>Package C</u></b>	\$69.99
	Each additional line	\$69.99
	Unlimited local calling	
	Unlimited long distance	
	Caller ID	
	Call Waiting	
	Three-Way Calling	

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 – RATES (CONT'D)

4.6 Business Local Exchange Services (Cont'd)

4.6.3 Business Packages (Cont'd) Monthly

<b><u>Package D</u></b>	\$79.99
Each additional line	\$79.99
Unlimited local calling	
Unlimited long distance	
Caller ID	
Call Waiting	
Three-Way Calling	
Call Return	
Call Block	
Call Forwarding Variable	
Call Forwarding Don't Answer-Basic	
Call Forwarding Busy Line-Basic	

## COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – RATES (CONT'D)4.7 Additional Non-recurring Charges

Add/Change/Delete Features	\$15.00
Caller ID Setup Fee	\$10.00
Change Name	\$15.00
Change Telephone Number	\$25.00
Non-Productive Trip Charge	\$90.00
Move – Order	\$50.00

4.8 Individual Feature Recurring Charges

Call Forwarding	\$6.99
Call Return	\$7.99
Call Trace	\$11.99
Call Waiting	\$6.99
Caller ID	\$9.99
Speed Dial	\$5.99
Three-Way	\$6.99
Unpublished Number	\$5.99
Voice Mail	\$8.99

4.8.1 Available Individual Feature

Call Block	No Charge
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4.9 Directory Assistance

“1-411” local directory assistance	\$1.29 per call
“1-XXX-555-1212” directory assistance	\$0.99 per call

## COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – RATES (CONT'D)4.10 Dedicate Service – Nonrecurring Installation Charges

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>
	<u>12</u>
DS1	\$1,000.00
PRI	\$1,000.00

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

4.11 Dedicated Service – Base Rates for Recurring Charges

<u>Transmission Speed</u>	<u>Duration of Contract (in months)</u>
	<u>12</u>
DS1	\$0.1210

Note: The foregoing monthly rates are per DS0 mile, based on V&H coordinates; additional POP to POP charges and/or local access charges may apply. Contracts over 12 months will be priced ICB

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 4 – RATES (CONT'D)

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4.2.6 Dedicated Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>
	<u>12</u>
\$100,000.00	3%
\$200,000.00	5%
\$500,000.00	7%

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS

5.0 Customized Service Packages and Competitive Discounts

From time-to-time, based on competitive situations, the Company will offer special discount structures or promotional offerings to retain existing customers and/or develop new customers.

Customized service packages and competitive pricing packages may also be furnished at negotiated rates on a case-by-case basis, in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Customized service contracts will be made available to Commission Staff upon written request.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 6 – SERVICE AREAS

The Company provides service throughout the state of Pennsylvania within the boundaries and territories of the current Local Exchange Carriers, for the designated Exchanges (with Local Calling Areas) and Zones noted below.

**Verizon Pennsylvania, Inc.**

<u>Exchange</u>	<u>Inclusive 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.)
Harrisburg Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Lewisberry (Commonwealth Tel), Marysville (Embarq), Mechanicsburg, Middletown, Shellsville (Verizon North)
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hershey (Verizon North), Hummelstown, Middletown
Reading	Adamstown (Denver & Ephrata Tel. and Tel.Co.), Bernville (Verizon North), Birdsboro (The Conestoga Tel and Tel. Co.), Fleetwood, Green Hills (The Conestoga Tel. and Tel Co.) Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (The Consetoga Tel. and Tel. Co.), Oley (The Consetoga Tel. and Tel. Co.), Reading, Robesonia (Verizon North), Topton (The Conestoga Tel. and Tel. Co.), Womelsdorf (Verizon North), Yellow House (The Conestoga Tel. and Tel. Co.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Scranton	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.) Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
Wilkes-Barre	Center Moreland (Commonwealth Tel.), Dallas (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Kingston, Mountaintop, Nanticoke, Nuangola (Commonwealth Tel.), Pittston, Plymouth, Trucksville (Commonwealth Tel.), Wilkes-Barre, Wyoming

**Verizon Pennsylvania, Inc. – Pittsburg Exchange Areas**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Bellevue (Includes West View) East	Bellevue, Braddock, Carrick, Coraopolis, Crafton,  Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. – Pittsburgh Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt Sub 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt Sub 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt Sub 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt Sub 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale

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## COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 – SERVICE AREAS (Cont'd)**Verizon Pennsylvania, Inc. – Pittsburgh Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Glenshaw (Pitt Sub 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt Sub 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream), Hermine, Jeannette
McKeesport (Pitt Sub 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt Sub 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
Oakmont (Pitt Sub 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt Sub 21)	Braddock, Export, Monroeville, Oakmont, Penn Hills
Perrysville (Pitt Sub 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt Sub 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt Sub 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard
Philadelphia Zone 2	Phila Zone 1, Phila Zone 2, Phila Zone 3, Phila Zone 4, Phila Zone Sub 14, Phila Zone Sub 17, Phila Zone Sub 21, Phila Zone Sub 23, Phila Zone Sub 24

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. – Philadelphia Exchange Areas**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Philadelphia Zone 1	Phila Zone 1, Phila Zone 2, Phila Zone 3, Phila Zone 4
Philadelphia Zone 3	Phila Zone 1, Phila Zone 2, Phila Zone 3, Phila Zone 4, Phila Zone Sub 23, Phila Zone Sub 31, Phila Zone Sub 32, Phila Zone Sub 34
Philadelphia Zone 4	Phila Zone 1, Phila Zone 2, Phila Zone 3, Phila Zone 4, Phila Zone Sub 34, Phila Zone Sub 37, Phila Zone Sub 40, Phila Zone Sub 41

**Verizon Pennsylvania, Inc. – Philadelphia Suburban Exchange Areas**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newton Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newton Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. – Philadelphia Suburban Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown- Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newton Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newton Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newton Square, Bryn Mawr, Havertown-Manoa, Media, Paoli- Malvern-Berwyn, Swarthmore, Wayne
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phi. Suburban Zone 25)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Norristown, Paoli- Malvern-Berwyn, Valley Forge, Wayne

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. – Philadelphia Suburban Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newton Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove

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## COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 – SERVICE AREAS (Cont'd)**Verizon Pennsylvania, Inc. – Philadelphia Suburban Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 41)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban 43)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley

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SECTION 6 – SERVICE AREAS (Cont'd)

**Verizon Pennsylvania, Inc. – Philadelphia Suburban Exchange Areas (cont'd)**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

**Verizon North, Inc. – Exchange Areas**

<u>Exchange</u>	<u>Inclusive Calling Area</u>
Erie	Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg
Hershey	Annville, Elizabethtown (Embarq), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton
York	Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville

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## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 7 – InterLATA and IntraLATA TOLL PRESUBSCRIPTION

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## 7.1 General

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).

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:

- A. 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 B.1 following.

## COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 7 – InterLATA and IntraLATA TOLL PRESUBSCRIPTION (cont'd)

## 7.1 (continued)

## B. 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.

## 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.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 7 – InterLATA and IntraLATA TOLL PRESUBSCRIPTION (cont'd)

B. Presubscription Charge Application (cont'd)

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 at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

C. 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. 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.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 7 – InterLATA and IntraLATA TOLL PRESUBSCRIPTION (cont'd)

D. 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.