

RESELLER INTEREXCHANGE TOLL CARRIER

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INETWORKS GROUP, INC.

BUSINESS ONLY SERVICES  
RESELLER INTEREXCHANGE TOLL CARRIER  
Regulations and Schedule of Charges

Applicable within the State of Pennsylvania

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.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 during normal business hours at the Company's place of business, 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606 and can also be viewed on the Internet at: [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

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CHECK SHEET

Pages 1 through 36 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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SYMBOLS

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

- (C) To signify a change.
- (D) To signify a decreased rate.
- (I) To signify an increase in 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 20 and 21 would be 20. 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 20 cancels the third revised Page 21. 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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LIST OF MODIFICATIONS

Tariff Page	Tariff Numbering	Existing Rule/Regulation	Modification Being Made

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Company – iNetworks Group, Inc.

Commission – Pennsylvania Public Utility Commission.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

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

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of The Company**

This tariff contains the regulations and rates applicable to Business customer's intrastate telecommunications services provided by the Company for telecommunications between points within the State of Pennsylvania. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS - Toll Free Services) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of The Company (Cont'd)**

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Use and Limitations of Services**

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company does not transmit messages, but the services may be used for that purpose.

2.2.5 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use and Limitations of Services (Cont'd)

- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8 All facilities provided under this tariff are directly controlled by The Company and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.3 Liability of the Company

## 2.3.1 Limitations on Liability

- A. 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.
1. Liability for interruptions will be limited to credits as outlined in Section 2.6.
- B. 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.
- C. The Company shall not be liable for any act of omission of any entity furnishing to the Company for the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3.1 Limitations on Liability (Cont'd)

- E. The Company is not liable for any claims for loss or damages involving:
- 1) Breach in the privacy or security of communications transmitted by the Company.
  - 2) 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.
  - 3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - 4) Any noncompletion of calls due to network busy conditions.
- F. 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.
- 1) 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.
  - 2) 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3.1 Limitations on Liability (Cont'd)

- G. 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.
- H. 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.
- I. 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company 's services.

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.4 Responsibilities of the Customer or Subscriber (Cont'd)

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system 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.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.4 Responsibilities of the Customer or Subscriber (Cont'd)**

- 2.4.7 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.
- 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

**2.5 Cancellation or Discontinuance of Services**

- 2.5.1 Without incurring liability, the Company may, upon verbal or written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due the Company for more than five days after issuance of the bill for the amount due,
    - 1. For bills paid by U.S. Mail, the date of the postmark will serve as the date of the payment.
  - B. For violation of any of the provisions of this tariff,
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its utility service.

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.5 Cancellation or Discontinuance of Services (Cont'd)

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.6 Interruption of Service

2.6.1 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.

- A. 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.
- B. No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- C. 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.
- D. 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.

RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Interruption of Service (Cont'd)

- E. 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

- F. 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.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

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

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.9 Advance Payments

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

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 The Company bills its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within ten (10) days. Customers paying invoices by U.S. Mail, will be considered to have rendered their payment as of the date of a valid postmark.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges may be billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings, which may include but is not limited to; collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 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.

2.13.2 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 and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.13.3 A Customer who is unable to resolve a billing dispute with the Company may appeal to the Pennsylvania Public Utility Commission. The address and phone number are:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
400 North Street  
Keystone Building  
Harrisburg, PA 17120  
Phone Number: (800) 692-7380

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the Company services set forth in this tariff must possess all certifications and authorizations required by the Pennsylvania Public Utility Commission and all other pertinent authorities.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls****3.1.1 Chargeable Time**

The Customer's long distance usage charge is based on the actual usage of The Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

**3.1.2 Billing Increments**

The minimum call duration and initial billing period is 6 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 6 second increment unless otherwise specified by this tariff.

**3.1.3 Rounding**

All calls will be rounded to the fourth decimal place amount of a call charge.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA's Tariff No. 4

FORMULA:

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

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

Square and add: 11,249,316 + 772,641 = 12,021,957

Divide by 10 and round: 12,021,957 / 10 = 1,202,195.70  
= 1,202,196

Take square root and round:  $\sqrt{1,202,196} = 1,096.4$   
= 1,097 miles

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 Service Offerings

3.4.1 Dedicated Access Services

Dedicated Access Service allows a customer to access the Company's long distance network via DS1 (1.544 Mbps) or larger dedicated circuits. Dedicated circuits will bypass the local central office and not be considered switched.

A. Inbound Dedicated Service

Inbound dedicated service receives inbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits using 800, 866, 877 or 888 number(s).

B. Outbound Dedicated Service

Outbound dedicated service sends outbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits.

## RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

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3.4 Service Offerings (Cont'd)3.4.3 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.

Local ISDN PRI's are a local exchange service offering provisioned by the Company in jurisdictions where local exchange authority has been secured. Long distance usage generated from a Local ISDN PRI will be considered switched.

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3.4 Service Offerings (Cont'd)

3.4.4 Leased Line Service

The Company offers and 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).

3.5 Special Promotional Offerings

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.

RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 4 – SERVICE AREA

The Company provides service throughout the State of Pennsylvania.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 5 - RATES****5.1 General Rate Information****5.1.1 Call Duration**

Customers will be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan.

**5.1.2 RBOC – ITC Surcharge**

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

**5.1.3 Charge for Non-Billable Toll Free Calls**

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable \$0.02 charge for each non-billable call.

**5.1.3 Toll Free Minimum Usage Charge**

If a customer does not use \$100.00 of switched inbound toll free usage in a billing month, a \$15.00 minimum usage charge will be billed for each toll free number terminating to switched local telephone line(s) reserved by the Customer.

RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 5 – RATES (CONT'D)

5.2 Rate Schedules

5.2.1 Inbound Dedicated Service

Inbound Dedicated Service - \$0.059 per minute

5.2.2 Outbound Dedicated Service

Outbound Dedicated Service - \$0.039 per minute

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 RESELLER INTEREXCHANGE TOLL CARRIER
 

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SECTION 5 – RATES (CONT'D)5.2 Rate Schedules (Cont'd)5.2.5 Leased Line Service – Nonrecurring Installation Charges

Transmission Speed	Term of Contract in Months
	12
DS1	\$1,000.00

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

5.2.6 Leased Line Service – Base Rates for Recurring Charges

Transmission	Duration of Contract (in months)
<u>Speed</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

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 RESELLER INTEREXCHANGE TOLL CARRIER
 

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SECTION 5 – RATES (CONT'D)
5.2 Rate Schedules (Cont'd)4.2.6 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>
	12
\$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.

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**RESELLER INTEREXCHANGE TOLL CARRIER**


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**SECTION 5 – RATES (CONT'D)****5.3 Ancillary Charges**

	<b>MRC</b>	<b>NRC</b>
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
<b>PICC Surcharge:</b>		
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

## RESELLER INTEREXCHANGE TOLL CARRIER

SECTION 5 – RATES (CONT'D)5.3 Ancillary Charges (Cont'd)

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

5.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.75

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 5 – RATES (CONT'D)****5.5 Payphone Use Surcharge**

An undiscountable payphone use surcharge of \$.75 shall apply to each coinless call which The Company can identify as being placed from an intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with The Company calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access The Company's service.

**5.6 Finance Charge and Late Fee**

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

**5.7 Return Check Charges**

A fee of \$20.00 will be charged for each check returned.

**5.8 Reconnection Charge**

If the Company allows a customer to be reconnected, a reconnection fee of \$200.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 6 –SPECIALIZED SERVICE ARRANGEMENTS

6.0 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.