

Everycall Communications, Inc.  
d/b/a Local USA, d/b/a All American Home Phone

Telephone - Pa. P.U.C. No. 2  
Title Sheet  
Original Title Sheet

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COMPETITIVE LOCAL EXCHANGE CARRIER

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Everycall Communications, Inc.  
d/b/a Local USA  
d/b/a All American Home Phone  
COMPETITIVE LOCAL EXCHANGE CARRIER  
Regulations and Schedule of Charges

4315 Bluebonnet Blvd., Suite A  
Baton Rouge, LA 70809

In

The territory served by Verizon Pennsylvania Inc.

And

Verizon North Inc.

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., the Telecommunications Act of 1934, as amended, and with the Pennsylvania Public Utility 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. Copies of this tariff are available for inspection at 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809.

The Company's geographical service area will mirror the service areas of Verizon Pennsylvania, Inc. (formerly Bell Atlantic-Pennsylvania, Inc.) and Verizon North, Inc. as set forth in the service area maps which these companies currently have on file with the Pennsylvania Public Utility Commission and as may be amended.

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Issued: May 29, 2009

Effective: June 1, 2009

By:  
Kyle Coats, President  
Everycall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone  
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Everycall Communications, Inc.  
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Check Sheet  
Original Sheet No. 1

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CHECK SHEET

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d/b/a Local USA d/b/a All American Home Phone

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Telephone - Pa. P.U.C. No. 2  
Tariff Format  
Original Sheet No.1

COMPETITIVE LOCAL EXCHANGE CARRIER

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Everycall Communications, Inc.  
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COMPETITIVE LOCAL EXCHANGE CARRIER

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) : - To signify changed regulation.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.

This tariff is in concurrence with Chapters 63 and 64 of the Pennsylvania Code.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Resold Competitive Local Exchange Services to customers located in the service territory of Verizon Pennsylvania Inc. and Verizon North Inc. This tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected, during normal business hours, at the Company's principal place of business, 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809.

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 Pennsylvania Public Utility Commission's applicable Rules, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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d/b/a All American Home Phone  
d/b/a Local USA

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Section 1 - Definitions  
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COMPETITIVE LOCAL EXCHANGE CARRIER

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1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

Anonymous Call Rejection: This feature allows the subscriber to reject incoming calls from callers who have intentionally blocked their caller identification information.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Transfer: Provides the capability to transfer a call to another telephone number.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and the new call will be received.

Caller ID Blocking: This feature is available in two methods, per line or per call. The per line blocking feature automatically blocks the telephone number for originating calls. The User can selectively unblock calls on a per call basis by dialing a two-digit code before dialing. Per call blocking allows the User to selectively block Caller ID information from being transmitted by dialing a two-digit code before dialing.

Commission: The Pennsylvania Public Utility Commission.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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1. DEFINITIONS (Cont'd)

Company: Everycall Communications, Inc., d/b/a All American Home Phone, d/b/a Local USA, which is the issuer of this tariff.

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

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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1. DEFINITIONS (Cont'd)

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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1. DEFINITIONS (Cont'd)

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for interlata calls. This IXC is referred to as the end user's predesignated IXC.

Remote Call Forwarding (RCF): A service to allow a telephone number in one exchange (RCF number) to automatically forward by telephone company equipment to a second telephone number in the same or different exchange.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement date.

Services: The Company's telecommunications services offered in this tariff.

Speed Dial: Provides the User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

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

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (a) The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- (b) The furnishing of service under this tariff is subject to the availability, on a continuing basis, of all the necessary facilities and is limited to the capacity of the Company's facilities or the facilities which the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- (a) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Business Customer, in writing, on not less than 30 days notice, or by the Residential Customer, in writing or orally, on not less than 5 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- (b) Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- (c) Company Service Agreements shall be effective upon complete execution by the parties. The term shall be set forth on the Service Order and shall commence on the service activation date. At the expiration of the term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates. In the event of early termination of this Agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then current term.

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Kyle Coats, President  
Everycall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone  
4315 Bluebonnet Blvd., Suite A  
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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (d) This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard of the State's choice of laws provision.
- (e) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- (f) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- (g) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section (h) below.
- (h) The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- (a) The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission. In the event of a failure of service, the Company's liability shall not exceed an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the period of time in which the service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (b) Reserved for future use.
- (c) Reserved for future use.
- (d) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- (e) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (f) Reserved for future use.
- (g) The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- (h) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- (i) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (j) Reserved for future use.
- (k) The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- (l) The Company shall not be liable for damages arising out of errors in or omissions from directories, nor will the Company be a party to controversies arising between customers or others as a result of listings in directories. The Company shall not be liable for damages arising out of errors in or omissions from directories when the listing information has been submitted by a customer on behalf of its patron.
- (m) THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. NO DEFECT, UNFITNESS, OR OTHER CONDITION OF SYSTEM EQUIPMENT OR SERVICES SHALL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY AND CHARGES HEREUNDER OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (n) The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for:
1. Reserved for future use.
  2. connecting, combing, or adapting Company's facilities with Customer's apparatus or systems;
  3. any act or omission by the Customer; or
  4. Reserved for future use.
- (o) No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- (p) The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- (a) Where construction is required, the Company shall use reasonable efforts to make available services to the Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Where construction is not required, the Company will provide facilities in accordance with Chapter 64 of 52 Pa. Code.
- (b) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- (c) Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- (d) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- (e) The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer, excluding the equipment of the underlying carrier.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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2. REGULATIONS (Cont'd)

2.2 Prohibited Uses

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require the Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. Customer will not be responsible for any damages not caused by Customer. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of equipment used to provide local exchange service to the Customer from the building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for,;

- (a) Reserved for future use.
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company or its underlying carrier.

2.4.2 Station Equipment

- (a) The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practical, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practical, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- (b) Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- (a) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section (b) for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- (a) Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- (a) The Company shall present bills for Recurring Charges monthly to the Customer. Equipment charges may be required in advance and payment schedules set forth in a Service Contract.
- (b) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (c) The due date for paying a bill shall be 20 days from the date of mailing of the invoice. Amounts not paid five days after the due date are considered past due, in concurrent with §53.84 of 52 Pa. Code.
- (d) A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts. Business Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5 % per month or a maximum lawful rate under applicable state law. Residential Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.25 % per month or a maximum lawful rate under applicable state law. Late fees will not be charged on any previous late payment charges.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company orally or in writing of any disputed items on a bill within 30 days of receipt of the bill. Suspension or termination is prohibited until the resolution of the dispute. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction and within 10 days of the notification or mailing of the Company's written summary on the findings/resolution of the dispute, the Customer may file an informal complaint with the Pennsylvania Public Utility Commission, Bureau of Consumer Services, P.O. Box 3265, Commonwealth Keystone Building, 400 North Street, Harrisburg, Pennsylvania, 17105, Ph. 1-800-692-7380, (717) 783-5187, or Fax (717) 787-6641. Within 10 days of notification or mailing of the informal complaint resolution, an appeal from the report of the Consumer Services Representative may be filed by means of a written intention to appeal. The Company complies with the requirements of 52 Pa. Code Chapter 64 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations of Chapter 64 will prevail. The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under this 52 Pa. Code §64.154.

The date of the dispute shall be the date the Company receives notice from Customer.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before the following services and facilities are furnished; (1) The construction of facilities and furnishing of special equipment (2) Temporary service for short-term use.. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

- (a) Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit pursuant to the Company's established procedure for determining creditworthiness. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) the estimated average 2-month bill for basic service plus the average 2-month toll charge for existing residential customers in the applicant's exchange during the immediate 12 month period. Deposits may be adjusted to maintain a level equal to the estimated average 2-month bill. No more than one half of the deposit amount may be required prior to the providing of service by the utility with the balance of the deposit due no less than 30 days from the initial deposit payment.
  - (2) Existing customers. The amount of a cash deposit required from an existing customer may not exceed the customer's average 2-month bill, including toll charges, during the preceding 12-month period. Deposits may be adjusted to maintain a level equal to the average 2-month bill. The deposit shall be paid within 20 days of the request for deposit.
  - (3) Another customer who has met or can meet the credit standards of §64.32 of 52 Pa. Code relating to credit standards may furnish a written guarantee to secure payment in an amount equal to the cash deposit required from the applicant or customer. The guarantor shall be discharged when the applicant or customer meets the terms and conditions of §64.37 of 52 Pa. Code.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

- (a) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with 52 Pa. Code §§64.61 - 64.123 discontinue or suspend service without incurring any liability.
- (b) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 7 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (c) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (d) Reserved for future use.
- (e) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- (f) The Company may discontinue the furnishings of any and/or all service(s) to the Customer, without incurring any liability:
  - (1) Immediately if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:
    - (a) use of service in such a manner as to interfere with the service of other users; or
    - (b) use of service for unlawful purposes.
  - (2) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (3) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
- (4) Seven (7) days after sending a Residential Customer written notice, service can be suspended, for non-payment of a bill for services past due, and terminated after ten (10) days notice after suspension, in accordance with 52 Pa. Code §§64.71-64.121 respectively.
- (g) The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- (h) Upon the Company's discontinuance of service to the Customer under Section 2.5.6 (a) or 2.5.6 (b), all applicable charges, including termination charges, shall become due, as specified in Section 2.7.2. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service

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

For calculating credit allowances, every month is considered to have 30 days. When service is interrupted for a period of at least 24 hours, credit to customers at the following rates shall apply: (1) one-thirtieth of the monthly rate for each of the first full 24-hour periods and (2) two-thirtieths of the monthly rate beyond the first three 24-hour periods. Only those facilities on the interrupted portion of the circuit will receive a credit.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of the Company, other than those of the underlying carrier;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities, other than those of the underlying carrier;
- (c) interruptions due to the failure or malfunction of non-Company equipment, other than the equipment of the underlying carrier;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- (a) Reserved for future use.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.1. Cancellation of Application for Service (contd.)

- (b) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (c) The special charges described in 2.7.1 (a) and 2.7.1 (b) will be calculated and applied on a case-by-case basis.

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2. REGULATIONS (Cont'd)

2.7.2 Cancellation of Service by the Customer

For ninety (90) days, from the date of the initial service installation, if Customer experiences a serious Company related service affecting problem, the Customer may, subject to company concurrence, cancel their service agreement without penalty. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than as stated above, or a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (a) all Non-Recurring Charges reasonably expended by Company to establish service to the Customer, plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of the Customer, plus
- (c) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

The Customer should also give the Company at least five (5) days written or oral notice of the cancellation of service.

2.8 Transfer and Assignments

The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Telecommunications Relay Service (TRS)

2.10.1 General

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. 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.

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2. REGULATIONS (Cont'd)

2.10 Telecommunications Relay Service (TRS)

2.10.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises). This surcharge applies regardless of whether or not the access line uses the PA TRS.

This surcharge service as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following rates apply to all bills issued on or after July 1, 2008:

Per residence access line, per month	\$0.08
Per business line, per month	\$0.08

Centrex lines will be charged on an equivalency basis as determined by the Commission.

2.10.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All IntraLATA toll calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff Pa P.U.C. No. 10. This Company concurs in this tariff.

The Company will make available to the Telecommunications Relay Service (TRS) user either a calling card or a prepaid debit card. The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2.11 911 Emergency Services

1. Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional (where required)
- F. Even (E), odd (O), or all (A) applied to house numbers.
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) where required

MSAG Formatting, Format: Shall include charges to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which as or requests access to the county/municipality 9-1-1- system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with "service provider".

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a non-facilities based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2.11 911 Emergency Services

2. General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990, as amended), The Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

3. Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in , and in the form of Service Provider D-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 *MSAG Order*.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2.11 911 Emergency Services (cont'd)

- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a contact or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the AL1 database.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2.11 911 Emergency Services (cont'd)

- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2.12 Directory Listings

2.12.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the incumbent local exchange carrier.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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2. REGULATIONS (Cont'd)

2.13 Promotional Offerings

From time to time, the Company may market promotional offerings of its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to duration, and the date and times of the offerings and the locations where the offerings are made. Such promotional offerings will not exceed six (6) months in duration in any 12 month period and shall be submitted to the Commission for approval prior to implementation. Promotional offerings require one (1) day's notice to the Commission (Docket No. L-009940095).

2.14 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS

3.1 Local Exchange Service

Provides customer with basic local exchange telephone service. Optional features are available at an additional charge as set forth below. All rates listed below exclude applicable taxes, surcharges, regulatory assessments and fees.

3.2 Exchange Service Areas

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

<u>Dial Tone Line Cell (D.T.L Rate Group)</u>	<u>Classification Criteria</u>
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City Exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones and all other Central Office districts with more than 500 working pairs per square mile.
4	All remaining Exchange Areas.

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Telephone - Pa. P.U.C. No. 2  
Section 3 - Service Descriptions  
Original Sheet No. 2

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS

3.3 Line Cost, Connections and Features

3.3.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1	\$10.95
Rate Group 2	\$11.72
Rate Group 3	\$12.32
Rate Group 4	\$12.91

3.3.1.B Reserved for future use.

3.3.1.C. Reserved for future use.

3.3.1.D Reserved for future use.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.E Optional Features	<u>NRC*</u>	<u>MRC</u>
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling <sup>1</sup>	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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<sup>1</sup> Three way calling also available on a \$0.75 per use basis.

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.E Optional Features (contd.)

	<u>NRC*</u>	<u>MRC</u>
Customer Control - CF Busy Line	\$13.50	\$2.70
Customer Control - CF Don't Answer	\$13.50	\$2.70
Call Forwarding Busy Line Multipath <sup>2</sup>	\$13.50	\$1.80
Call Forwarding Don't Answer Multipath <sup>2</sup>	\$13.50	\$1.80
Call Forwarding Variable Multipath	\$13.50	\$2.70
Remote Access - Call Forwarding Variable	\$13.50	\$5.40
Call Waiting Deluxe <sup>3</sup>	\$13.50	\$5.40
Call Forwarding Don't Answer - Ring Control	\$13.50	\$0.90
Three Way Calling With Transfer <sup>4</sup>	\$13.50	\$4.46
Flexible Call Forwarding (FCF)	\$13.50	\$4.50
FCF with Audio Calling Name	\$13.50	\$6.30
FCF - Plus	\$13.50	\$6.30
FCF Plus with Audio Calling Name	\$13.50	\$8.10
Star 98 Access	\$13.50	\$0.90
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$13.50	\$3.56
Distinctive Ring II	\$13.50	\$5.36

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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<sup>2</sup> Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

<sup>3</sup> Caller ID rates also apply.

<sup>4</sup> Local or toll charges apply for originator of call even after exiting call.

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.F CLASS Features

	<u>NRC*</u>	<u>MRC</u>
Call Return	\$13.50	\$3.96
Repeat Dialing	\$13.50	\$3.78
BusyConnect, per activation	\$0.75	
Call Selector	\$13.50	\$3.78
Preferred Call Forwarding	\$13.50	\$3.78
Call Block	\$13.50	\$3.78
Call Trace	\$13.50	\$3.78
Caller ID - Basic	\$13.50	\$6.30
Caller ID - Deluxe	\$13.50	\$6.75
Anonymous Call Rejection (ACR)	n/a	\$2.97

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

3.3.1.G Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

	<u>MRC</u>
Per Line	\$30.15
Per Two-Line Plan package	\$59.85
Per Three-Line Plan package	\$87.75

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.H Line Connection Charges

	<u>NRC*</u>
First Line, per request	\$37.80
Additional Line, each	\$13.50

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

3.3.1.I Line Change Charge

	<u>NRC*</u>
First Line, per request	\$31.50
Additional Line, each	\$10.80

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

3.3.1.J Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request      \$13.50

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.K TouchTone  
No charge.

3.3.1.L Premise Work Charge

	<u>NRC*</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

3.3.1.M Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC*</u>	<u>MRC</u>
Selective Class of Call Screening per line	\$13.50	\$1.13

3.3.1.N Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC*</u>	<u>MRC</u>
Non-listed	\$13.50	\$1.64
Non-Published	\$13.50	\$3.15
Additional Listings	\$13.50	\$1.08

3.3.1.O Local USA Plan

\$28.50 per line per month

features;  
call block, call  
features are

Includes 100 minutes of continental US long distance calling. Includes the following caller id deluxe, call waiting id, 3 way calling, repeat dialing, call forwarding, return, 30 code speed dial, 900/976 block and anonymous call rejection. These offered as available from the central office.

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.3 Line Cost, Connections and Features (cont'd)

3.3.1.P Local USA Unlimited Plan

Per line, Per month. \$50.05 Charges for long distance are free.

Includes unlimited continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

in  
will  
usage

The Everycall Local USA Unlimited Plan is for typical residential usage only. Usage excess of typical usage, which is presumed to be no more than 5,000 minutes a month, be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate sensitive plan.

3.3.1.Q Reserved for future use.

3.3.1.R Local USA Sixty (includes 60 minutes free long distance)

-voice,

Includes 60 minutes free continental US voice long distance calling. Excludes all non modem or computer transmissions.

Per line, Per month. \$41.50

3.3.1.S Reserved for future use.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates

Customers signing a 1 year term contract qualify for a 10% discount off of the rates stated in this section.

3.4.1 Line Costs, Connections and Features

3.4.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1	\$28.80
Rate Group 2	\$29.61
Rate Group 3	\$29.61
Rate Group 4	\$29.61

3.4.1.B Reserved for future use.

3.4.1.C Reserved for future use.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.D PBX Trunks

(1) Flat Rate Service

Combination, Inward or Outward Only.

	<u>MRC</u>
Rate Group 1	\$28.80
Rate Group 2	\$29.61
Rate Group 3	\$29.61
Rate Group 4	\$29.61

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.E. Direct Inward Dialing (DID)

	<u>NRC*</u>	<u>MRC</u>
Each group of 20 working numbers	\$432.00	\$3.06
Each group of 20 reserved numbers	\$432.00	\$3.06
Each non-consecutive DID number	\$1.35	\$0.15
Each reserved non-consecutive DID number	\$1.35	\$0.15
Multifrequency Pulsing Option	\$0.00	\$6.75
Dual Tone Multifrequency Pulsing Option	\$0.00	\$6.75
Automatic Intercept Service, per number	\$14.40	\$0.00

3.4.1.F DID Trunk Termination

	<u>NRC*</u>	<u>MRC</u>
Each Trunk	\$45.00	\$240
Each combination trunk with call transfer	\$225.00	\$4050

3.4.1.G Grouping/Hunting Service

	<u>NRC*</u>	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$18.00	\$1080
Rate Group 2 (13,801 - 25,100 lines)	\$18.00	\$1013
Rate Group 3 (25,101 - 45,500 lines)	\$18.00	\$945
Rate Group 4 (45,501 - 200,800 lines)	\$18.00	\$900
Rate Group 5 (200,801 - 1,191,800 lines)	\$18.00	\$5.13

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.H Optional Features

	<u>NRC*</u>	<u>MRC</u>
Call Forwarding Variable	\$18.00	\$3.96
Three-way Calling <sup>5</sup>	\$18.00	\$3.96
Call Waiting	\$18.00	\$3.96
Speed Dialing - 8 code	\$18.00	\$3.96
Speed Dialing - 30 code	\$18.00	\$4.95
Call Forward Busy Line	\$18.00	\$3.47
Call Forward Don't Answer	\$18.00	\$3.47
Customer Control - CF Busy Line	\$18.00	\$6.66
Customer Control - CF Don't Answer	\$18.00	\$6.30
Call Forwarding Busy Line Multipath <sup>6</sup>	\$18.00	\$3.20
Call Forwarding Don't Answer Multipath <sup>2</sup>	\$18.00	\$3.20
Call Forwarding Variable Multipath	\$18.00	\$3.20
Remote Access - Call Forwarding Variable	\$18.00	\$8.42
Call Waiting Deluxe	n/a	n/a
Call Forwarding Don't Answer - Ring Control	\$18.00	\$3.47
Three Way Calling With Transfer <sup>7</sup>	\$18.00	\$5.40
Flexible Call Forwarding (FCF)	\$18.00	\$8.91
FCF with Audio Calling Name	\$18.00	\$9.90
FCF - Plus	n/a	n/a
FCF Plus with Audio Calling Name	n/a	n/a
Star 98 Access	\$18.00	\$1.80
Remote Call Forwarding (RCF)	\$13.05	\$1.66
RCF additional path following initial installation	\$10.80	\$1.66
Distinctive Ring I	\$18.00	\$7.20
Distinctive Ring II	\$18.00	\$9.00

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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<sup>5</sup> Three way calling also available on a \$0.75 per use basis.

<sup>6</sup> Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

<sup>7</sup> Local or toll charges apply for originator of call even after exiting call.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.I CLASS Features

	<u>NRC*</u>	<u>MRC</u>
Call Return	\$18.00	\$4.68
Repeat Dialing	\$18.00	\$4.46
BusyConnect, per activation	\$0.75	
Call Selector	\$18.00	\$4.46
Preferred Call Forwarding	\$18.00	\$4.46
Call Block	\$18.00	\$4.46
Call Trace	\$18.00	\$4.95
Caller ID - Basic	\$18.00	\$8.15
Caller ID - Deluxe	\$18.00	\$9.00
Anonymous Call Rejection (ACR)	n/a	\$3.96
Enhanced Caller ID with ACR	\$18.00	\$14.36
Enhanced Caller ID with Call Management	\$18.00	\$15.26

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

3.4.1.J Reserved for future use.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.K Line Connection Charges

	<u>NRC*</u>
First Line, per request	\$65.70
Additional Line, each	\$19.80

3.4.1.L Line Change Charge

	<u>NRC*</u>
First Line, per request	\$43.20
Additional Line, each	\$12.60

3.4.1.M Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request      \$18.00

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.4.1.N TouchTone

Applies when added subsequent to establishment of service.

<u>NRC*</u>	<u>MRC</u>
\$18.00	\$2.70

3.4.1.O Premise Work Charge

	<u>NRC*</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

3.4.1.P Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC*</u>	<u>MRC</u>
Selective Class of Call Screening		
per line	\$18.00	\$1.13
per PBX trunk	\$18.00	\$7.38

3.4.1.Q Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC*</u>	<u>MRC</u>
Non-listed	\$18.00	\$1.64
Non-Published	\$18.00	\$3.15
Additional Listings	\$18.00	\$1.62

3.4.1.R Local USA Plan

\$27.17 per line per month. 100 Minutes Free long distance included.

Includes 100 minutes of continental US long distance calling. At customers request includes the following features: hunting, call forwarding, busy call forward, ring no answer call forward, caller id, call waiting, call return, remote access to call forwarding, repeat dialing, 3 way calling, 3 way calling with transfer, \*98, and ring selector. These features are offered as provided by the serving central office.

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.4 Business Local Exchange Service Rates (contd.)

3.41.S Business Local USA Unlimited Plan

description Per line, Per month. \$72.15 Unlimited free long distance included per below.

voice, Includes unlimited continental US voice long distance calling. Excludes all non-modem or computer transmissions.

in month, The Everycall Local USA Unlimited Plan is for typical business usage only. Usage excess of typical usage, which is presumed to be no more than 5,000 minutes a month, customer may be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

3.41.T Reserved for future use.

3.4.1.U Local USA Sixty Plan (includes 60 minutes free long distance)

Per line, Per month. \$47.75 60 minutes free long distance included.

non - Includes 60 minutes free continental US voice long distance calling. Excludes all voice, modem or computer transmissions.

3.4.1.V Local USA 600 Plan (includes 600 minutes free long distance)

Per line, Per month. \$55.75 600 minutes free long distance included.

non - Includes 600 minutes free continental US voice long distance calling. Excludes all voice, modem or computer transmissions.

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.5 Local Line Charges (per local line)

3.5.1 FCC End User Common Line

	<u>MRC</u>
Primary Residential Line	\$3.50
Additional Residential Line	\$6.07
Single Line Business	\$3.50
Multi-line Business	\$7.84

3.5.2 Reserved for future use.

3.5.3 FCC PIC Change Charge

	<u>NRC*</u>
Business	\$1.49
Residential	\$1.49

\* Non-Recurring Charge: Charge for installation - charge is non-recurring.

3.6 Reconnection Charge

\$30.00 per occurrence.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.7 IntraLATA MTS/OSP/Calling Card Rates

3.7.1 Rates Per Minute

- (1) Peak Rates:  
7:00 a.m. to, but not including 7:00 p.m., Monday through Friday.

	BUSINESS		RESIDENTIAL	
	<u>1st Min.</u>	<u>Ea. Added Min.</u>	<u>1st Min.</u>	<u>Ea. Added Min.</u>
0-10 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
11-16 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
17-22 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
23-30 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
31-40 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
41-55 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
56-70 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
71-85 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
86-100 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
101-124 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
125-148 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
149 + miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000

- (2) Off-Peak Rates:  
7:00 p.m. to, but not including 7:00 a.m., Monday through Friday, and all times  
Saturday and Sunday.

	BUSINESS		RESIDENTIAL	
	<u>1st Min.</u>	<u>Ea. Added Min.</u>	<u>1st Min.</u>	<u>Ea. Added Min.</u>
0-10 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
11-16 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
17-22 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
23-30 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
31-40 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
41-55 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
56-70 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
71-85 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
86-100 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
101-124 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
125-148 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
149 + miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.7 IntraLATA MTS/OSP/Calling Card Rates (contd.)

3.7.2 Local and Toll Operator Service Charges

	<u>Per Call</u>
Station-to-Station	
- Customer Dialed Calling Card	\$0.80
- Operator Assisted	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$0.50
Busy Line Verification	\$1.04
Busy Line Interrupt	\$1.54

3.8 Local Directory Assistance

	<u>Per Call</u>
Within LCA for originating line	
Direct Dialed	\$0.33
Operator assistance surcharge	\$0.30
Outside LCA and LATA/NPA for orig. line	
Direct Dialed	\$0.85
Operator assistance surcharge	\$0.30

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.9 Prepaid Local Residence Service

Everycall offers residential customers a monthly flat rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling within their local calling area.

3.9.1 Basic Plan - Prepaid Charge Per Line - \$28.95\*\*  
100 Minutes Domestic  
Long Distance Calling Free

Includes: Unlimited local calling  
Access to 911  
Access to Toll Free Calling  
100 Minutes of Domestic Long Distance Service

3.9.2 MVP Plan - Prepaid Charge Per Line - \$36.95\*\*  
100 Minutes Domestic  
Long Distance Calling Free

Includes: Unlimited local calling  
Access to 911  
Access to Toll Free Calling  
Caller I.D.  
Call Waiting  
100 Minutes of Domestic Long Distance Service

\*\* Plus taxes and fees

3.9.3 Deluxe Plan - Charge Per Line - \$49.95\*\*  
100 Minutes Domestic  
Long Distance Calling Free

Includes: Unlimited local calling  
Access to 911  
Access to Toll Free Calling  
Caller ID  
Call Waiting  
Call Forwarding  
Three-Way Calling  
Call Block  
Call Return  
Speed Dialing  
Anonymous call rejection  
Privacy Director  
Access to 911  
Access to Toll Free Calling

\*\*plus all applicable taxes and fees.

3.9.4 Installation charge:

Each plan will incur a one-time \$20.00 installation charge.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (cont'd)

3.9 Prepaid Local Residence Service

3.9.5 Service Charges and Fees:

- 3.9.5.1 Changing features, after initial installation \$10.00 each change
- 3.9.5.2 Reserved for future use.
- 3.9.5.3 One-time installation charge \$25.00
- 3.9.5.4 Regulatory Cost Recovery Charge \$1.49
- 3.9.5.5 Reserved for future use.
- 3.9.5.6 Returned check charge, including credit card  
Or debit card reversal \$20.00
- 3.9.5.7 Plan change charge (changing from one plan  
To another) \$20.00

3.9.6 Additional Features Available

- 3.9.6.1 Unlisted Number \$6.00 per month  
(Installation is free with original order,  
Change fee of \$6.00 applies if order  
changed after initial installation)
- 3.9.6.2 Reserved for future use.
- 3.9.6.3 Voice Mail \$6.00 per month  
(Installation free with initial order, change  
Fee of \$6.00 applies if order changed after  
initial installation.)
- 3.9.6.4 Reserved for future use.

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3. SERVICE DESCRIPTIONS (cont'd)

3.10 Reserved for future use.

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3. SERVICE DESCRIPTIONS (Contd.)

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3. SERVICE DESCRIPTIONS (Contd.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (Contd.)

3.11 Link Up America:

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. NOTE: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.

3.11.1 Regulations:

Link Up America is available to residence customers who meet the following eligibility criteria:

- (a) The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older. The applicant must self-certify the requirement set out in (a).
- (b) An applicant for Link Up Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Link Up Service participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Link Up America Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

Additional Eligible Programs (Federal)

- Federal Public Housing
- National School Free Lunch Program

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (Contd.)

3.11 Link Up America: (contd.)

3.11.1 Regulations: (contd.)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link Up America Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and the Telephone Company.

- (c) The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at the Customer's principal residence.
- (d) Link Up America applicants are not exempt from Telephone Company deposit requirements.
- (e) Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- (f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

3.11.2 Rates:

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Telephone Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Telephone Company's tariffs.

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3. SERVICE DESCRIPTIONS (Contd.)

3.12 Lifeline Service:

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. NOTE: Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

3.12.1 Regulations:

- (a) Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- (b) Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
  - (1) One-Party Residence Line Rate or Local Measured Service Option, if available.
  - (2) Directory Listing (standard only).
  - (3) Non-Published or Non-Listed Telephone Number Service.
  - (4) Access to Directory Assistance Service.
  - (5) Touch-Tone Calling Service.
  - (6) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
  - (7) Access to Operator Services.
  - (8) Voluntary Toll Restriction Option.
  - (9) Link Up America (if eligible).
  - (10) Access to 800/888 Services.
  - (11) Access to Call Trace.
  - (12) Access to Alerting and Reporting Systems (9-1-1 dialing).

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3. SERVICE DESCRIPTIONS (Contd.)

3.12 Lifeline Service: (contd.)

3.12.1 Regulations: (contd.)

- (13) Access to the Pennsylvania Telecommunications Relay Service.
- (14) Caller ID Per-call and Per-line Blocking
- (15) One optional vertical service

- (c) An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline participants may be conducted biennially by the Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

Additional Eligible Programs (Federal)

- Federal Public Housing
- National School Free Lunch Program

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of client's program status (i.e. participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and the Company.

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3. SERVICE DESCRIPTIONS (Contd.)

3.12 Lifeline Service: (contd.)

3.12.1 Regulations: (contd.)

- (d) Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 2(c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by the Company. When the Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 2 (c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- (e) A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- (f) Only services listed in 3.22.1 (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- (g) Lifeline Service customers are required to apply for the Link Up America benefit when applicable.

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COMPETITIVE LOCAL EXCHANGE CARRIER

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3. SERVICE DESCRIPTIONS (Cont'd)

3.12 Lifeline Service (Cont'd)

3.12.1 Regulations: (contd.)

- (h) Customer requested temporary suspension of Lifeline Service is not permitted.
- (i) Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- (j) The applicant must not be a dependent for the Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (k) Lifeline customers are subject to all Residence service regulations in this and other tariffs of the Company.
- (l) Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).
- (m) Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunications Act of 1996.
- (n) All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (o) Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- (p) Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

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3. SERVICE DESCRIPTIONS (Cont'd)

3.12.2 Lifeline Service Dial Tone Line Monthly Rate

- (a) Applicable Residence Dial Tone monthly rate minus \$1.75 <sup>(1)</sup>
- (b) Lifeline Service customers will be billed the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission at Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193 .
- (c) Lifeline Service is subject to all applicable State, Local and Federal Taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

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3. SERVICE DESCRIPTIONS (Cont'd)

3.13 IntraLATA Toll Presubscription

3.13.1 Toll Presubscription Description

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

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

An IXC must use Feature GroupD (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:

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3. SERVICE DESCRIPTIONS (Contd.)

3.13 IntraLATA Toll Presubscription (Cont'd)

3.13.2 IntraLATA Toll Provider Nonrecurring Charge

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

3.13.3 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 IXC's service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXC's are accessed by dialing 10XXX, 101XXXX, or other required codes.

Choosing no carrier as primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXC's.

2. If a new customer cannot decide upon presubscription IXC's, 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.

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3. SERVICE DESCRIPTIONS (Contd.)

3.13 IntraLATA Toll Presubscription (Cont'd)

3.13.3 Presubscription Charge Application (contd.)

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

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided 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.

3.13.4 Reserved for future use.

3.13.5 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 records 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 non-recurring 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 FCC's current anti-slamming practices and procedures.

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3. SERVICE DESCRIPTIONS (Contd.)

3.13 IntraLATA Toll Presubscription (Cont'd)

3.13.6 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 IXC's. 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, IXC's 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 in no way relieves an IXC of the FCC 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 FCC or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

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3. SERVICE DESCRIPTIONS (Contd.)

3.14 Additional Caller ID Service Information

3.14.1 General

This service utilizes specific network capabilities to transmit and display the number associated with an incoming call to the called party's access line. The number of the incoming call is transmitted during the silent interval between the first and second ring of the called party's line. Caller ID subscribers must provide, and connect, their own compatible premises equipment in order to process and display the number transmission. The company will forward all telephone numbers where technically feasible.

If a calling party has activated blocking, the number will not be transmitted to the display equipment of a Caller ID subscriber. Instead, the Caller ID privacy indicator notifies the Caller ID subscriber that the calling party chose to block number delivery.

3.14.2 Caller ID Blocking

Caller ID Blocking allows the caller to prevent the delivery of his/her calling data to a Caller ID subscriber on a per call basis (Caller ID Blocking - Per Call) or per line basis (Caller ID Blocking - Per Line).

(a) Caller ID Blocking - Per Call

This service will block the delivery of the caller's data to a Caller ID subscriber for one call only and may be activated from all single party access lines by dialing \*67 (1167 from a rotary phone) prior to placing the call. Per the FCC Caller ID order, Caller ID Blocking-Per Call is provided to all customer at no charge.

Per FCC Docket 91-281, per call blocking will be provided on calls originating from public, semi-public or other pay stations used by the general public and party lines.

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3. SERVICE DESCRIPTIONS (Contd.)

3.14 Additional Caller ID Service Information (contd.)

3.14.2 Caller ID Blocking (contd.)

(b) Caller ID Blocking - Per Line

This service will automatically block the delivery of the caller's data to a Caller ID subscriber on all calls and will be made available or offered, at no charge for victims of domestic violence, domestic violence programs, social welfare agencies, health and counseling centers, public service hotlines, law enforcement agencies and staff thereof. In addition, all customers call request per line blocking at no charge. Per line blocking call be deactivated by dialing \*67 (1167 from a rotary phone) prior to placing the call.

3.14.3 Special Conditions for Caller ID

- a) An originating caller's data may not be displayed to the called party under the following conditions:

The caller's data will not be displayed if the called party is off-hook. The called party must be on-hook to receive the caller's data. If the customer subscriber to both Call Waiting and Caller ID, and is on an existing call, the second incoming call information will not be displayed. Instead, the called party will receive the usual Call Waiting tone.

The caller's data will not be displayed if the called party answers the incoming call during the first ring interval.

Identification of names, specific stations or extensions served by a PBX or Key System is not possible. The main directory number or name and number (if available) of the PBX or Key System will be displayed.

Caller ID Service cannot be provided if the calling party is from a multi-party line. The called party will receive an "Unavailable" display.

The caller's data will be unavailable if it is from another office that is not linked by appropriate facilities with the called party's office.

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3. SERVICE DESCRIPTIONS (Contd.)

3.14.3 Additional Caller ID Service Information (contd.)

3.14.3 Special Conditions for Caller ID (cont'd)

The calling party has activated blocking.

Caller ID services do not display a directory number or name and number (if available) for operator assisted calls, calls marked private by the originator or calls originating from pay and party line stations.

The following special conditions apply to Caller ID services based on the FCC Caller ID Order effective 12/1/95:

If a customer dials a "1-800" or other Automatic Number Identification (ANI) Service number, the telephone number that they are calling from will be revealed to the called party through ANI technology. Even if the customer has per line blocking or has activated per call blocking, the 800 number party has the right to obtain this information through ANI

ANI information may not be reused or resold for other purposes without a caller's consent, even where the called party has paid for the call.

Caller ID services are available on all long distance calls where technically feasible.

All calling data will be displayed to E911 through ANI technology, even if the customer has per line blocking or has activated per call blocking.

All calling data will be passed, even for customer who do not subscribe to Caller ID.

Per Call Blocking will be available to all customers. (The FCC Order overrules all state PUC/PSC decisions on Per Call Blocking.)

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3. SERVICE DESCRIPTIONS (Contd.)

3.15 Additional Call Trace Service Information

3.15.1 General

This service enables the customer to initiate a trace of the last incoming call completed by dialing an activation code (\*57) immediately after terminating the call, thus enabling the Company's equipment to record the incoming call detail (not the conversation). Call trace information will only be given to law enforcement agencies and not to the subscriber. Incoming call detail includes: The calling number, the time the trace was activated, and in some locations, the time the traced call was received. The customer is required to contact the telephone company business office during normal business hours, which will refer the customer to appropriate law enforcement agencies, or contact the law enforcement agency directly. Call trace detail will be retained by the company and made available to the local law enforcement for ten business days after the trace has been initiated. Only calls from locations with compatible signaling services are traceable using Call Trace. Call Trace is available on a usage sensitive basis only.

3.16 Call Blocking

The Company provides blocking of access to information access telephone service. The Company will not remove blocking of access to information access telephone service without authorization from the Customer. Customers may request that blocking be removed from their lines.

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers.

- A) 900 and 976 Blocking - allows the subscriber to block all calls beginning with the prefixes 900 and 976 from being placed.
1. The Company shall provide blocking, where technically feasible, at no charge on a one-time basis to all telephone subscribers.
  2. The Company may charge an NRC for each subsequent request for blocking or unblocking pay-per-call services.
  3. A Customer who transfers service to a new location and is served by the same local exchange carrier shall be able to maintain blocking of pay-per-call service without any additional charge to establish blocking at the new location.
  4. Requests by Customers to remove pay-per-call blocking must be in writing to the Company.

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3. SERVICE DESCRIPTIONS (Contd.)

3.16 Call Blocking (contd.)

- B) Voluntary Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer dialed call that has a long distance charge associated with it.

Toll Restriction will not block 911 (Emergency) or 1+8XX (Toll Free) calls.

- C) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

Blocking Service is available where equipment and facilities permit.

Changes to blocking options made subsequent to the initial configuration of service will be subject to nonrecurring change charges. No charge applies to initial requests.

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