

**Cbeyond Communications, LLC**

**320 Interstate North Parkway  
Atlanta, Georgia 30339**

**INTEREXCHANGE RESELLER TOLL TELECOMMUNICATIONS SERVICES TARIFF**

**This tariff contains the description, regulations and rates for the furnishing of interexchange reseller toll telecommunications services provided by Cbeyond Communications, LLC with principal offices at 320 Interstate North Parkway, Atlanta, Georgia 30339. This tariff applies for service furnished within the Commonwealth of Pennsylvania, in the Philadelphia service territories of Bell Atlantic-PA, Zones 1, 2, 3 4, 14, 25, 26, 28, 30, 31, 33, 34; and in the Pittsburgh service territories of Bell Atlantic-PA, Zones 1, 2, 3, 4, 6, 7, 8, 14, 22. This tariff is on file with the Pennsylvania Public Utility Commission, located at North Office Building, Harrisburg, PA 17120 (717) 787-1740. Copies may be inspected, during normal business hours, at the Company's principal place of business in Atlanta, Georgia.**

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**By: Julia O. Strow  
Vice President - Regulatory and Industry Relations  
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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	20	Original
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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) All other Changes
- (D) Decreased Rates
- (I) Increased Rates

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**TARIFF FORMAT**

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
  
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
  
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
  
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier Customer** - A carrier that orders exchange access or retail services from the Company.

**Commission** - The Pennsylvania Public Utility Commission.

**Commonwealth** - Pennsylvania

**Company or Carrier** - Cbeyond Communications, LLC, unless specifically stated otherwise.

**Customer** - A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** (Cont'd)

**1.1 Definitions** (Cont'd)

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User** - Customer or any authorized person or entity that utilizes the Company's services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** (Cont'd)

**1.2 Abbreviations**

**ILEC** - Incumbent Local Exchange Carrier

**PBX** - Private Branch Exchange

**POP** - Point of Presence

**V&H** - Vertical and Horizontal Coordinates

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## **SECTION 2 - SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

- 2.1.1 The Company provides resold interexchange telecommunications services to multi-line business Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company's local service territory mirrors certain exchanges of the incumbent local exchange carrier, Bell Atlantic-PA. As stated on the Title page to this tariff, initially the Company will serve Philadelphia Zones 1, 2, 3, 4, 14, 25, 26, 28, 30, 31, 33 and 34, and Pittsburgh Zones 1, 2, 3, 4, 6, 7, 8, 14 and 22. The Company will not originate interexchange telecommunications services outside of these areas, but interexchange Calls made by the Company's Customers may be transported and terminated elsewhere in the State of Pennsylvania.
- 2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (800) 993-7382. Customers wishing to communicate with the Company in writing may send correspondence to: 320 Interstate North Parkway, Atlanta, GA 30339.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability (Cont'd)**

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
  - 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
  - 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
  - 2.3.4.K Any noncompleted Calls due to network busy conditions; and
  - 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability (Cont'd)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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## **SECTION 2 - RULES AND REGULATIONS (Cont'd)**

### **2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made,

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

**2.4 Responsibilities of the Customer** (Cont'd)

2.4.7 (Cont'd)

instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

**2.5 Allowances for Interruptions in Service**

2.5.1 General

2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

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

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

2.5.2 Application of Credits for Interrupted Services

2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

2.5.2 Application of Credits for Interrupted Services (Cont'd)

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

2.5.3.A No credit allowance will be made for any interruption of service:

2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3 due to circumstances or causes beyond the control of the Company;

2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;

2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.3 Limitations on Allowances (Cont'd)**

- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company thirty (30) days written notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:
- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
  - 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
  - 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
  - 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6 Termination of Service (Cont'd)**

2.6.1. (Cont'd)

2.6.1.E Customer non-compliance with Commission regulations;

2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service

2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.6.2.C Customer tampering with the Company's equipment or service;

2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

2.6.3 Customer notification of termination of service will conform to the requirements of PA. ADMIN. CODE §64.72.

2.6.4 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length. A Customer's bill will be due and payable twenty (20) days from the date on the bill.
- 2.7.4 Customers must notify the Company in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.

**2.8 Deposits**

The Company may, in some instances, require deposits from business Customers.

**2.9 Advance Payments**

The Company will not require advance payments from Customers.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.7.4. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission. The address of the Commission is:

North Office Building  
Harrisburg, PA 17120  
(717) 787-1740

**2.11 Taxes**

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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## **SECTION 3 - DESCRIPTION OF SERVICE**

### **3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company's service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

**3.3 Calculation of Distance**

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

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

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ( $X_1 - X_2 = V$ ;  $Y_1 - Y_2 = H$ ).

3.3.2.B.2 Square each difference obtained in step (b) above ( $V^2$ ;  $H^2$ ).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in step C above ( $V^2 + Y^2 = S$ ).

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)

**3.3 Calculation of Distance** (Cont'd)

3.3.2 (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ( $S/10 = M$ ).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**3.4 Minimum Call Completion Rate**

The Customer can expect a call completion rate of at least ninety percent (90%) of all calls attempted, within 3 seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Service Offerings**

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

**3.5.1 Direct Dial 1 + Long Distance Service**

Direct Dial 1+ Long Distance Service offers outbound calling to the United States and around the world.

**3.5.2 Toll Free Service**

Toll Free 800/888/877 service provides inbound calling from the continental United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. This service includes basic and enhanced routing features designed to handle business requirements.

**3.5.3 Calling Cards**

Calling Card Services can be used to make local and long distance telephone calls from any location toll-free numbers can be originated. The service is established via a toll free access number to place calls anywhere, domestic or international.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Service Offerings (Cont'd)**

3.5.4 Directory Assistance

Directory Assistance provides Customers with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with the Company's underlying carrier.

3.5.5 Directory Assistance Call Completion ("DACC") Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.5.6 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

The Company will provide access to Operator Services through arrangements with the Company's underlying carrier.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Miscellaneous Services**

3.6.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Reconnect Charge

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.6.3 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.7 Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tariffed, and the Company will seek prior approval from the Commission for these offerings. Varying rates for promotional offerings will not exceed those in this tariff for the same services.

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**SECTION 4 - RATES AND CHARGES**

**4.1 Services**

**[PLEASE CONFIRM OR PROVIDE NEW PRICES]**

4.1.1	<u>1+ Intra-LATA Long Distance Service</u>	
	Per minute rate:	\$0.10
4.1.2	<u>1+ Inter-LATA Long Distance Service</u>	
	Per minute rate:	\$0.10
4.1.3	<u>Intra-LATA 800/877/888 Toll Free Service</u>	
	Per minute rate:	\$0.10
4.1.4	<u>Inter-LATA 800/877/888 Toll Free Service</u>	
	Per minute rate:	\$0.10
4.1.5	<u>Intra-LATA Calling Card Service</u>	
	Per minute rate:	\$0.10
	Payphone surcharge:	\$0.50
4.1.6	<u>Inter-LATA Calling Card Service</u>	
	Per minute rate:	\$0.10
	Payphone surcharge:	\$0.50
4.1.7	<u>Directory Assistance Service</u>	
	Per Call:	\$0.85
4.1.8	<u>Directory Assistance Call Completion Service</u>	
	Per Call Completion:	\$0.85
	Per domestic long distance minute:	\$0.15

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Miscellaneous Services**

4.2.1 Order Change

Per change: \$50.00

4.2.2 Reconnect Charge

Per reconnection: \$50.00

4.2.3 Bad Check Charge

Per check: \$20.00

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