
COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

Regulations and Schedule of Charges
Applying to Access Services
Within the Commonwealth of Pennsylvania

Issued: August 29, 2023

Effective: August 30, 2023

4001 N. Rodney Parham Road
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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Regulations and Schedule of Charges
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Within the Commonwealth of Pennsylvania

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2134 W. Laburnum
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CAVALIER TELEPHONE MID-ATLANTIC
d/b/a PAETEC Business Services

PA PUC No. 3
First Revised Sheet 1 (C)
Cancels Original Sheet 1

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF (C)

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CHECK SHEET

Sheets 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 on the bottom of this page.

SHEET	REVISION	
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2	First Revised	
3	Original	
3.1	First Revised	*
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SHEET	REVISION
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

LIST OF MODIFICATIONS

Title Sheet	
1 st Revised Sheet 1	Removes d/b/a
1 st Revised Sheet 2	Updates Table of Contents and removes d/b/a PAETEC Business Services; corrects Sheet 2.1 to correct 3.1
1 st Revised Sheet 3.1	Updates List of Modifications.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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SYMBOLS

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

D - Decrease rate.

I - Increased Rate

C -any other change

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Pennsylvania PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Pennsylvania PUC follows in its tariff approval process, the most current sheet number on file with the Pennsylvania PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

Each level of coding is

2.

2.1

2.1.1

2.1.1.A.

2. 1. LA.1.

2. 1. 1.A.1.(a)

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2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a tariff filing is made with the Pennsylvania PUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Pennsylvania PUC.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. subservient to the next higher level:

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SECTION 1 . DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or IOIXXXX.

Access Service: Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request CASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling CCCS): A high-speed packet switched communications network which is separate

(out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D)

Company: Cavalier Telephone Mid-Atlantic (Cavalier).

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. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (Le., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service. .

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

tl Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

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

OJ U: Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request

>- from the Customer and commitment by the Company of a Service Date.

::i .<S Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based

it on the specific circumstances of the Customer's situation.

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SECTION 1 . DEFINITIONS, (CONT'D)

Interexchange Carrier (!XC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock

company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection With the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Any telephone traffic that is provided under local exchange rates from a point originating in the originating party's end office and terminating at the terminating party's end office.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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SECTION 1 - DEFINITIONS, (CONT'D)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

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 active condition of special access or a telephone exchange service line.

On-Hook: The idle condition of special access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Pennsylvania PUC: The Pennsylvania Public Utility Commission.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both IntraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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SECTION 1 - DEFINITIONS, (CONT'D)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the

Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Special Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating

or terminating communications. Special Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of

an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Cavalier Telephone Mid-Atlantic

2.1.1 Scope

2.1.2

Cavalier's services offered pursuant to this Tariff are furnished for Special Access Service. Cavalier may offer these services over its own or resold facilities.

Cavalier installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Cavalier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Cavalier network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to 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 as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.2 Shortage of Equipment or Facilities, (cont'd)

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

A.

B.

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

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 2.1.3.C below.

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.3 Terms and Conditions, (cont'd)

C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

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A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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SECTION 2· RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid.Atlantic, (cont'd)

2.1.4 Liability of the Company, (cont'd)

B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.104 Liability of the Company, (cont'd)

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

E. 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.

C)

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.IA.F as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.4 Liability of the Company. (cont'd)

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G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising

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SECTION 2 • RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.4 Liability of the Company, (cont' dl

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from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.4 Liability of the Company. (cont'd)

M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.5 Notification of Service-Affecting Activities

2.1.6

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 Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Provisions of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in 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.

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SECTION 2: RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.6 Provisions of Equipment and Facilities. (cont'd)

B. The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D.

E.

Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

The Customer shall be responsible for the payment of *se~Vice* charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid.Atlantic, (cont'd)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

F. 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. Notwithstanding the above, 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;
2. the reception of signals by Customer provided equipment; or

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H.

3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (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 unusual 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 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Cavalier Telephone Mid-Atlantic, (cont'd)

2.1.8 Special Construction. (cont'd)

F. on a temporary basis until permanent facilities are available;

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Special Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes 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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND Regulations, (CONT'D)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B.
- C.
- D.

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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment . used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.1 The Customer shall be responsible for, (cont' d):

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 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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F.

G.

complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND 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, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

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

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SECTION 2 - RULES AND 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.

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 practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.4 Customer Equipment and Channels, (cont'd)

2.4.2 Station Equipment. (cont' dl

2.4.3

A. (cont'd)

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.

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

Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Access Services 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.4 Customer Equipment and Channels, (cont'd)

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, 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 2.4.2.B for the installation, operation, and wiring in the connection 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.

Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.1 Payment for Service. (cont'd)

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the mail date on the bill.

The Company shall present invoices for all Charges monthly to the Customer.

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 30 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.2 Billing and Collection of Charges, (cont'd)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer or the Company may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and 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 discontinue or suspend service without incurring any liability.

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Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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.

Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2· RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service, (cant' d)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

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Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.I.(a-f), if

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

F. (cant' d)

1. (cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5,3.A above; or

C)

(d)

(e)

The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit **devices**, electronic devices: or

III. Any other Fraudulent means or devices; or

2.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service. (cont'd)

F. (cont'd)

2.5.4

3. 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 2.5.3.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period, The 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 up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Cancellation of Application for Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.4 Cancellation of Application for Service. (cont'd)

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The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

C)

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the !XC and will be expressly indicated on the next invoice. A Service Outage begins when the !XC reports the outage to Cavalier. A Service Outage ends when the affected circuit and/or associated Cavalier equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the !XC; (ii) due to failure of equipment provided by the !XC; (iii) during any period in which Cavalier is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the !XC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Cavalier from the LEC for Off-Net facility outages which affects the !XC's Special Services will be passed through to the !XC in the form of a credit on the next invoice.

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SECTION 2- RULES AND REGULATIONS, (CONT'D)

2.6 Allowances for Interruptions in Service, (cont'd)

2.6. I Limitations on Allowances

No credit allowance will be made for:

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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 Company;

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;

C.

D.

E.

F.

interruptions due to the failure or malfunction of non-Company equipment;

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;

interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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;

G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 • RULES AND REGULATIONS, (CONT'D)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2

2.8.3

2.8.4

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

All notices or other communications required to be given pursuant to this tariff shall 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.

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.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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3.1 General

This section sets forth the regulations for Access Service Requests (ASR) for Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

3.1.2

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premises address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.1 General, (cont'd)

3.1.2 Provision of Other Services, (cont'd)

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

3.2 Access Order

When a Customer requests new or additional Special Access Service, one or more ASR's may be required. The number of orders required depends on the type of services and/or facilities requested.

3.2.1 Access Service Date Intervals

Access Service is provided with a negotiated services date.

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.2 Access Order, (cont'd)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A.

B.

The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Special Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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Cell 3

Plan #1

1-24 CKT

Plan #2

25+CKT

Cell 4

Plan #1

1-24 CKT

Plan #2

25+ CKT

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0:: **56K164K**

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Cell 1 0

Plan #1

u. 1-24 CKT

Plan #2 « (.) 25+ CKT U.: u.

0

Cell 2

Plan #1

1-24 CKT

Plan #2

25+ CKT

Cell 3

Monthly

2 Year

3 Year

5 Year

2 Year

3 Year

5 Year

Monthly

2 Year

3 Year

5 Year

Monthly

2 Year

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Director of Business Development
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3 Year
5 Year
2 Year
3 Year
5 Year
Monthly
2 Year
3 Year
5 Year
2 Year
3 Year
5 Year
Monthly

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

4.2 **DS1** Pricing

Monthly

2 Year

3 Year

5 Year

2 Year

3 Year

5 Year

2 Year

3 Year

5 Year

2 Year

3 Year

5 Year

Monthly

2 Year

3 Year

5 Year

2 Year

3 Year

5 Year

Plan #2

25+ CKT

Plan #1

1-24 CKT

Plan #2

25+ CKT

Cell 4

Plan #1

1-24 CKT

Plan #2

5-8 CKT

Plan #3

9+CKT

DS1

u./install Charges (1st Ckt--\$660 per channel Termination)

>- Add'l Ckt. \$292.'15-- er Channel termination

tt Cell 1

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a Plan #1
1-4 CKT

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

Cell 2 Monthly

Plan #1 2 Year

1-4 CKT 3 Year

5 Year

Plan #2

5-8 CKT 2 Year

3 Year

5 Year

Plan #3

9+CKT 2 Year

3 Year

5 Year

Cell 3 Monthly

Plan #1 2 Year

1-4 CKT 3 Year

u... 5 Year

\!:: 0::: **Plan #2**

~ 5-8 CKT 2 Year

(-) 0 3 Year

UJ 5 YearU: **Plan #3**

>...-J 9+CKT 2 Year

«-J 3 Year

SJ 5 Year

uu..

0 Cell 4 Monthly

Plan #1 2 Year

1-4 CKT 3 Year

5 Year

Plan #2

5-8 CKT 2 Year

3 Year

5 Year

Plan #3

9+CKT 2 Year

3 Year

5 Year

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

ACCESS SERVICES TARIFF

4.3 DS3 Pricing

All DS3 Pricing is on an Individual Case Basis (ICB)

PAPUCNo.3

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 • SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

5.2

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 or rate not offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICE rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICEs will be filed with the Communications Division of the Commission.

Special Assembly

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will file the Special Assembly including the contract of terms, conditions and rates by letter with the Communications Division.

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