
COMPETITIVE ACCESS SERVICE

**REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING THE PROVISION OF
COMPETITIVE ACCESS SERVICE
APPLYING TO POINT-TO-POINT
WITHIN THE COMMONWEALTH OF PENNSYLVANIA**

Provided By:

**Intellifiber Networks, LLC
4005 Rodney Parham Road
Little Rock, AR 72212**

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(C)

COMPETITIVE ACCESS SERVICE

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 - Title (C)	3rd	*	31	1 st
2	3rd	*	32	1 st
2.1	Original	*	33	1 st
3	1 st		34	1 st
4	1 st		35	1 st
5	1 st		36	1 st
6	1 st		37	1 st
7	1 st		38	1 st
8	1 st		39	1 st
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27	1 st			
28	1 st			
29	1 st			
30	1 st			

* = New or revised sheet

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 4005 Rodney Parham Road
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COMPETITIVE ACCESS SERVICE

LIST OF MODIFICATIONS

- | | |
|-------------------------------------|--|
| 3 rd Revised Title Sheet | Changes Company's name from Intellifiber Networks, Inc. to Intellifiber, LLC, and revises Company's corporate address; |
| 3 rd Revised Sheet 2 | Changes Company's name from Intellifiber Networks, Inc. to Intellifiber, LLC, and revises Company's corporate address and updates Check Sheet; |
| 1 st Revised Sheet 2.1 | Updates List of Modifications. |

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SYMBOLS

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

- (I) to signify an increase in rates.
- (D) to signify a decrease in rates.
- (C) to signify any other changes.

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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1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Line – A transmission path that connects a Customer’s network or Premises to the Company’s facilities.

Access Port – The connection between a Customer’s premise equipment and the pathway to the local exchange carrier’s network.

Access Services - Originating or terminating intrastate switched access services provided by the Company to telecommunications carriers that access the Company’s End-Users via the Company’s local exchange network.

Basic Service - Company service in which both end-points of the channel are served by the Company’s network.

Call - A completed connection between the calling and called End-User parties.

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

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Carrier Customer - A Carrier that accesses the network of the Company to reach End-Users who are not telecommunications carriers, and that orders and subsequently receives intrastate switched access service from the Company. A Carrier that purchases exchange access service from the Company is responsible for the payment of charges and compliance with the Company's regulations and applicable law.

Commission - The Pennsylvania Public Utilities Commission.

Company – Elantic Telecom, Inc., unless specifically stated otherwise.

Customer – End user. A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, which orders telecommunications service from the Company or Carrier Customer and 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. Throughout this tariff, and any accompanying materials or future submissions with respect to this tariff, the term “Customer” shall apply to End-User-Customer(s), and/or Shared Customer(s), as appropriate, and as defined more fully herein.

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1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1. Definitions (Cont'd)

Dedicated Access - Connection between two points through a dedicated line.

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

Digital Signal, Level 3 – ((1) S-3) The equivalent of 44.736 million bits per second

End-User Customer - Any entity included within the definition of Customer above, in whose name the telephone number of the Calling Station is registered with the underlying local exchange Company.

Gbps - Gigabites per second, denotes billions bits per second.

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.

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

Individual Case Basis ("ICB") – A determination that the Carrier Customer's service requirements can only be satisfied by a complex Carrier Customer – Company arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to Company.

Message - A completed telephone Call by a Customer or User.

Multivendor Service - Service provided in which one end-point of the transmission channel is served by one or more third party.

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

Optical Carrier, Level 3 (OC-3) – The equivalent of 155.52 million bits per second.

Optical Carrier, Level 12 (OC-12) – The equivalent of 622.08 million bits per second.

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1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1. Definitions (Cont'd)

Optical Carrier, Level 48 (OC-48) – The equivalent of 2.488 thousand million bits per second.

Optical Carrier, Level 192 (OC-192) - The equivalent of 9.952 thousand millions bits per second.

Permanent Virtual Circuits (“PVCs”) – Logical circuits which define a dedicated circuit between two points.

Point-of-Presence (“POP”) – A Company designated location where a facility is maintained for the purpose of providing access to its service.

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.

Service Order – A written request for access services executed by the Carrier Customer and the Company in a format devised by the Company.

Shared Customer - Any entity included within the definition of Customer above, that receives services from and is under obligation to the Company and one or more Carrier-Customers simultaneously.

State – Pennsylvania

User – End-User Customer

Wavelength Service - Leased dark fiber with speeds between 2.5 and 10 Gigabites per second.

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1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2. Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

CIR – Committed Information Rate

DS-0 - Digital Signal, Level 0

DS-1 - Digital Signal, Level 1

DS-3 - Digital Signal, Level 3

ICB - Individual Case Basis

IXC - Interexchange Carrier

Kbps – Data transmission speed of 1,000 bits per second.

LATA – Local Access and Transport Area

OC-3 – Optical Carrier, Level 3

OC-12 – Optical Carrier, Level 12

OC-48 – Optical Carrier, Level 3

PIC - Primary Interexchange Carrier

POP - Point of Presence

PVC – Permanent Virtual Circuit

V&H - Vertical and Horizontal Coordinates

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2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Point-to-Point service within the Commonwealth of Pennsylvania by Dominion Telecom, Inc. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 2134 West Laburnum Avenue, Richmond, VA 23227. The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superceded.
- 2.1.2. The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier Customers for the purpose of originating or terminating intrastate communications.
- 2.1.3. 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.
- 2.1.4. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (866) 587-1696. Carrier Customers wishing to communicate with the Company in writing may send correspondence to: 2134 West Laburnum Avenue, Richmond, VA 23227.

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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 Carrier Customer 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 Customer.
- 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 nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5. Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7. Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8. The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

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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 Carrier Customers 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 Carrier 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 Carrier Customer 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 Carrier Customer; 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;
 - 2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

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2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 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 Carrier Customer 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 Carrier Customer.
- 2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to 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 Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 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 Carrier Customer.
- 2.3.7. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

- 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 Carrier Customer should not rely on any such statement.
- 2.3.9. Except in instances of gross negligence or willful misconduct, 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 Carrier 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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2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.10. Indemnification for Carrier Customer Cancellation of Service

2.3.10.A. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User-Customers choose to remain Customers of the Company, and cancel their intrastate interexchange service arrangements with the Carrier Customer.

2.3.10.B. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom;

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2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer

- 2.4.1. The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier 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 Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2. The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3. If required for the provisioning of the Company's services, the Carrier 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 Carrier 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, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service

No credit shall be allowed for any service interruption of two (2) hours or less. For service interruptions of greater than two (2) hours, customers shall be credited at the rate of 1/1440 of the rate applicable to the service which is subject to the interruption for each half hour or major fraction thereof. The maximum credit for all service interruptions during a one-month period shall not exceed the service charges due to Company for such period.

Each service interruption shall be measured from (i) the time the Customer notifies company that a service interruption has incurred to (ii) the time of restoration of service as determined by Company.

When the service provided by Company includes more than one (1) communications path, the service interruption allowance applied only to the path interrupted.

2.6. Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

2.6.1. Service Orders

The signing of a Service Order by the Carrier Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the initial term, which can be either (i) the date requested by Customer and included in the Service Order or (ii) at the time the requested becomes available from Company. At the expiration of the initial term, specified in each Service Order, the Service Order shall continue in effect on a month-to-month basis upon the same terms and conditions unless terminate by either party upon thirty (30) days prior written notice.

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2 - RULES AND REGULATIONS (Cont'd)

2.6. Applications for Service (Cont'd)

2.6.2. Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or by allowing Company End-User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

2.6.3. Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User-Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

2.7. Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service

2.8.1. Carrier Customer Termination of Service

2.8.1.A. General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

2.8.1.B. Term of Service

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A., 2.9.2.A, and 2.9.3.A, whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

2.8.1.C.1. The Carrier Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;

2.8.1.C.2. The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B., and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:

2.8.1.C.2.(a). Continued acceptance by the Carrier Customer of the Company's switched access traffic;

2.8.1.C.2.(b). Entering into new negotiations with the Company;

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C Access Service Termination Procedures (Cont'd)

- 2.8.1.C.2.(c). Failure to specify the exact service to be cancelled;
- 2.8.1.C.2.(d). Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;
- 2.8.1.C.2.(e). Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Termination Procedures (Cont'd)

- 2.8.1.C.3. The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
- 2.8.1.C.4. The Carrier Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate intrastate interexchange provider;
- 2.8.1.C.5. The Carrier Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Carrier-Customer as their intraLATA PIC;
- 2.8.1.C.6. Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's access services; notifying the Shared Customers is the solely the responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

2.8.1.D.1. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;

2.8.1.D.2. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all intraLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new intraLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers (Cont'd)

- 2.8.1.D.3. The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;
- 2.8.1.D.4. The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;
- 2.8.1.D.5. The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service

2.8.2.A. The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:

2.8.2.A.1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;

2.8.2.A.2. For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;

2.8.2.A.3. For Carrier Customer non-compliance with state, local or other codes;

2.8.2.A.4. For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.C.

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2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service *without notice* for any of the following reasons:

- 2.8.2.B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- 2.8.2.C. In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;
- 2.8.2.D. In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

- 2.8.3. The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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2 - RULES AND REGULATIONS (Cont'd)**2.9. Blocking of Access Traffic**

When a Carrier Customer terminates its access arrangements with the Company, it is mandatory that the Carrier Customer ensure that all End-User traffic – both originating and terminating – between the Carrier Customer and the Company is blocked. The Carrier Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Carrier Customer elects to block the access traffic itself, the Carrier Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

Where a Carrier Customer terminates its access arrangements with the Company, and the End User is a Shared Customer, the Carrier Customer also must adhere to the following requirements:

2.9.1. Script Recordings

The Carrier Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Carrier Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must contain the following information:

- 2.9.1.A. Clearly state that the Shared Customer's access to its preferred intraLATA toll carrier has been blocked at the request of the Carrier Customer and not at the request of the Company;
- 2.9.1.B. Clearly state that, as a result of the Carrier Customer's blocking of the Shared Customer's traffic, the Company is compelled to place the Shared Customer in a "NO-PIC" status until such time as the Shared Customer or a submitting carrier informs the Company of the previously-Shared Customer's new PIC for intrastate toll service. The Carrier Customer must explain that until the Shared Customer selects a new intraLATA toll PIC, the Shared Customer must dial an access code in order to reach an IXC for all of its intraLATA long distance calls. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic.

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2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.1. Script Recordings (Cont'd)

2.9.1.C. Clearly state that such blocking is due to a decision made by the Carrier Customer to terminate its business relationship with the Company, and that the Company has not mandated the blocking of the Shared Customer's chosen IXC, nor is the Company in any way responsible for the Customer's inability to access the Carrier Customer's intraLATA interexchange service;

2.9.1.D. Provide the Shared Customer with accurate contact information for the Carrier Customer, including telephone number and address, to enable the Shared Customer to contact either service provider with any questions or concerns;

In any script recorded or notice mailed to the Shared Customer for purposes of informing the Shared Customer that its intrastate interexchange service has been blocked at the request of the Carrier Customer, the Carrier Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Carrier Customer may not use the script recorded or notice mailed to encourage the Shared Customer to terminate its service with the Company. Such notice or recording may not be used by the Carrier Customer as an opportunity to market its services. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

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2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements

2.9.2.A. Carrier Customer Blocking

Where the Carrier Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

- 2.9.2.A.1. Carrier Customer name and address(es);
- 2.9.2.A.2. Carrier Customer contact name(s) and telephone number(s);
- 2.9.2.A.3. A clear indication of each type of access service that Carrier Customer intends to cancel. In the event of that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Carrier Customer, the Company shall continue to provide the Access Service, and the Carrier Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Carrier Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued;
- 2.9.2.A.4. A complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

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2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2 Notification Requirements (Cont'd)

2.9.2.B. Company Blocking

Where the Carrier Customer chooses to have the Company block access traffic to the Carrier Customer, the Carrier Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A., such notice must also include the following information:

- 2.9.2.B.1. All relevant Billing Name and Address (“BNA”) information;
- 2.9.2.B.2. All relevant Automatic Number Identification (“ANI”) information;
- 2.9.2.B.3. General Call Record Detail
- 2.9.2.B.4. A statement unequivocally authorizing the Company to prohibit an End-User-Customer from selecting the Carrier Customer as their Presubscribed Interexchange Carrier (“PIC”), and absolving both the Company and the End-User Customer from any relating liability to the Carrier Customer.

Additionally, the Carrier Customer must certify to the Company, in writing, that any such blocking is consistent with the Carrier Customer’s tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Carrier Customer and the Shared Customer.

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2 - RULES AND REGULATIONS (Cont'd)

2.10. Effect on Intrastate Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its intrastate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all intrastate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11. Payment of Charges

2.11.1. The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.11.2. The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.11.3. The Company reserves the right to assess late payment charges for Carrier 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.

2.11.4. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5. Carrier Customers must notify the Company either verbally, in person, or 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 Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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2 - RULES AND REGULATIONS (Cont'd)

2.12. Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

2.12.1. First, the Carrier 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.)

2.12.2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Pennsylvania Public Utilities Commission, Bureau of Consumer Services, which has primary jurisdiction over customer complaints. The address of the Bureau of Consumer Services is:

P.O. Box 3265
Harrisburg, PA 17105-3265
Phone: 1-800-782-1110
Fax: (717) 787-6641

2.13. Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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3 - SPECIAL ARRANGEMENTS

3.1. Individual Case Basis (“ICB”) Arrangements

ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services to Carrier Customers, and shall be comparable with other access services offered by the Company, as well as the standard engineering and maintenance practices of the Company. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

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4 - DESCRIPTION OF SERVICE

4.1. Access Service Offerings

Where technically and economically feasible, the Company offers local access telecommunications services to Carrier Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

4.2. Lit Fiber Services

4.2.1. DS-3 Service

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-3 Service is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. DS-3 Service is provided with an electrical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity DS-3 Service is not available, the Company may offer Fractional DS-3 Service on an Individual Case Basis (ICB).

4.2.2. OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface.

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4 - DESCRIPTION OF SERVICE (Cont'd)**4.2 Lit Fiber Services (cont'd.)****4.2.3. OC-12 Service**

This service consists of an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface.

4.2.4. OC-48 Service

This service consists of an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface.

4.2.5. OC-192 Service

This service consists of an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface.

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4 - DESCRIPTION OF SERVICE (Cont'd)

4.3. Additional Carrier Customer Service Offerings

4.3.1. Miscellaneous Services

4.3.1.A. Access Order Change

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

4.3.1.B. 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 may bill the Carrier Customer a Bad 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.

4.3.1.C. Reconnection

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

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4 - DESCRIPTION OF SERVICE (Cont'd)

4.3 Additional Carrier Customer Service Offerings (Cont'd)

4.3.1. Miscellaneous Services (Cont'd)

4.3.1.D. Late Payment Fee

4.3.1.D.1. For Local Interconnection Trunking Service, a late payment fee of 5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

4.3.1.D.2. For all other Access Services, a late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

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5 - RATES AND CHARGES

5.1. Rate Categories

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A) Fixed Charge: This rate element applies on per circuit basis.
- B) Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party.

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

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5 – RATES AND CHARGES (Cont'd)

5.2. Lit Fiber Service

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	<u>MIN</u> : ICB <u>MAX</u> : \$13,640.86	<u>MIN</u> : ICB <u>MAX</u> : \$2,625.36
	2. InterLATA	<u>MIN</u> : ICB <u>MAX</u> : \$12,922.92	<u>MIN</u> : ICB <u>MAX</u> : \$2,487.19
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB

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5 – RATES AND CHARGES (Cont'd)

5.3. Miscellaneous Charges

5.3.1. Access Order Change

Per change: \$40.00

5.3.2. Reconnection

Per reconnection: \$ 6.00

5.3.3. Bad Check Charge

Per returned check: \$25.00

5.4. Volume & Term Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, to customers that subscribe to substantial volumes of Company's services as well as term discounts.

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