

Neutral Tandem-Pennsylvania, LLC

COMPETITIVE ACCESS PROVIDER TARIFF

FOR

SERVICE IN THE COMMONWEALTH OF PENNSYLVANIA

This Tariff Establishes Rates and Regulations for Private Line Services. This Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1934, as amended) and with the Pennsylvania Public Utility Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: August 14, 2008

Richard L. Monto, General Counsel
Neutral Tandem-Pennsylvania, LLC
1 South Wacker, Suite 200
Chicago, IL 60606

Effective: August 15, 2008

PAGES AFFECTED BY SUPPLEMENT

Pages Affected by this Supplement	Changes Made by this Supplement
N/A	N/A

Section	Page	Revision
Title	Title	Original
Preface	1	Original
Preface	2	Original
Preface	3	Original
Preface	4	Original
Preface	5	Original
Preface	6	Original
1	1	Original
1	2	Original
2	1	Original
2	2	Original
2	3	Original
2	4	Original
2	5	Original
2	6	Original
2	7	Original
2	8	Original
2	9	Original
2	10	Original
2	11	Original
2	12	Original
2	13	Original
2	14	Original
2	15	Original
2	16	Original
2	17	Original
2	18	Original
2	19	Original

[illegible]

TABLE OF CONTENTS

	<u>Page</u>
PREFACE.....	1
Pages Affected by Supplement	1
Check Sheet	2
Table of Contents	3
Application of Tariff	5
Explanation of Symbols	6
Principal Office	6
 SECTION 1 – DEFINITION OF TERMS.....	 1
 SECTION 2 – RULES AND REGULATIONS.....	 1
2.1 - Description of Service	1
2.2 - Application for Service	1
2.3 - Discontinuance of Service	1
2.4 - Deposits	1
2.5 - Notice	2
2.6 - Payment	2
2.7 - Disputed Bills	4
2.8 - Discontinuance and Restoration of Service	5
2.9 - Optional Rates and Information Provided to the Public	6
2.10 - Temporary Service	6
2.11 - Continuity of Service.....	6
2.12 - Service Connections and Facilities on Customer's Premises	7
2.13 - Tests and Adjustment of Bills for Error	16
2.14 - Supply to Separate Premises and Resale	17
2.15 - Ownership of Facilities	18
2.16 - Rights of Way	18
2.17 - Services Provided by Other Carriers	18
2.18 - Governmental Authorizations	19
2.19 - Term	19
2.20 - Moves, Adds, and Changes	19

SECTION 3 – PRIVATE LINE SERVICES	1
3.1 - General	1
3.2 - Description.....	1
3.3 - Application of Rates and Charges	2
3.4 – Rates and Charges.....	3
3.5 - Non-Standard Offerings	3
 SECTION 4 – PROMOTIONAL OFFERINGS	 1
4.1 - General	1
 SECTION 5 – LABOR CHARGES	 1
5.1 - Additional Labor	1
5.2 - Miscellaneous Services	3
 SECTION 6 – INDIVIDUAL CASE BASIS ARRANGEMENTS	 1
6.1 - General	1

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate point-to-point Competitive Access Provider service within the Commonwealth of Pennsylvania.

Issued: August 14, 2008

Richard L. Monto, General Counsel
Neutral Tandem-Pennsylvania, LLC
1 South Wacker, Suite 200
Chicago, IL 60606

Effective: August 15, 2008

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below.

C	-	To signify changed regulation
D	-	To signify decreased rate
I	-	To signify increased rate

PRINCIPAL OFFICE

Neutral Tandem-Pennsylvania, LLC's principal office is located at:

1 South Wacker Drive, Suite 200
Chicago, IL 60606

This Tariff is available for public inspection at the above business address during regular business hours.

SECTION 1.0 - DEFINITION OF TERMS

Certain terms used generally throughout this tariff for telecommunications service of this Company are defined below.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Commission (or PUC or PA PUC): Pennsylvania Public Utility Commission

Company (or Telephone Company or Carrier): Neutral Tandem-Pennsylvania, LLC

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

FCC: Federal Communications Commission

Facility: The equipment and support facilities utilized by the Company to provide telecommunications services pursuant to this tariff.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm or corporation which is designated by the Customer as a user of Company's service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

SECTION 1.0 - DEFINITION OF TERMS

LEC: Local Exchange Carrier

Premises: The space occupied by a Customer or authorized user in a building or buildings.

Rate Demarcation Point (RDP or DEMARC): The point where network access recurring charges and Telephone Company responsibility stop and beyond which customer responsibility begins.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

User: An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Description of Service

Company's service consists of any of the services offered pursuant to this tariff. Service is offered via the Company's facilities or in combination with transmission facilities provided by other parties.

2.2 Application for Service

Customers desiring to obtain Company's service must complete the Company's standard service order form(s).

2.3 Discontinuance of Service

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

2.4 Deposits

Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(A) Two month's charges for a service or facility which has a minimum payment period of one month, or

(B) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month, except that the deposit may include an additional amount in the event that a termination charge is applicable.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Interest on customer deposits is calculated under section 202 of the act of January 30, 1974 (P. L. 13, No. 6) (41 P. S. § 202), known as the Loan Interest and Protection Law, shall be payable on deposits without deductions for taxes thereon. Interest shall be paid annually to the customer or, at the option of either the LEC or the customer, shall be applied to the customer's bill.

SECTION 2.0 - RULES AND REGULATIONS

2.5 Notice

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.6 Payment

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.6.1 Taxes

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

SECTION 2.0 - RULES AND REGULATIONS**2.6.2 Billing and Collection of Charges**

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide Company service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

Customer shall pay the amount(s) as specified in the tariff for the services. Nonrecurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the service date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.25% per month, or, if lower, the legal limit applicable to such charges. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of services in the period in question based upon the average of the Customer's last three billing periods.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.3 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this tariff by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.

SECTION 2.0 - RULES AND REGULATIONS**2.6.4 Credit for Interruptions**

When service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances.

- (A) One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Telephone Company rendered inoperative, useless or substantially impaired for each of the first three full 24 hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
- (B) Two-thirtieths of the tariff monthly rate for each full 24 hour period beyond the first three 24 hour periods referred to in Paragraph 2.6.4.(A). However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of one-thirtieth of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.

The Allowance described in this section shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service or where the Company, pursuant to the terms of the contract for service, suspends or terminates service for non-payment of charges, or for unlawful or improper use of the facilities or service, or for any other reason provided for in the filed and effective tariff.

The preceding Rule applies only when service to the Rate Demarcation Point is interrupted.

2.7 Disputed Bills

The Customer may dispute a bill by oral or written notice to the carrier delivered within 45 days after the statement date. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the PA PUC.

SECTION 2.0 - RULES AND REGULATIONS

2.8 Discontinuance and Restoration of Service

Upon non-payment of any charges or deposits owing to the Company, the Company will, by 10 days prior written notice to the Customer or upon other notice as required by PA PUC, discontinue or suspend service under this tariff without incurring any liability.

In no case will the Company discontinue service on Friday, Saturday, Sunday or on a Bank holiday or on a day preceding a bank holiday observed by the Company or on a day preceding such holiday or on a day observed by PA PUC

Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company, by 30 days prior notice in writing to the Customer, may discontinue or suspend service under this tariff, without incurring any liability.

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event 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 under this tariff without incurring any liability.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may, to the extent permitted by law, immediately discontinue or suspend service under this tariff without incurring any liability.

If all or any significant portion of the facilities or associated equipment used to provide the service to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Upon the Company's discontinuance of service to the Customer, 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 minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations and the Regulations of the PA PUC which specify the priority system for such activities.

SECTION 2.0 - RULES AND REGULATIONS

2.9 Optional Rates and Information Provided to the Public

The Company will advise its Customers 30 days prior to any increase in rates applicable to their service. The Company will notify the Commission 7 days before any decrease in service rates will become effective.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.10 Temporary Service

Temporary service is service that will be provided for short-term use only and when deemed necessary by the Company.

2.11 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

SECTION 2.0 - RULES AND REGULATIONS**2.12 Service Connections and Facilities on Customer's Premises****2.12.1 Provision of Equipment and Facilities**

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

The Company may undertake to 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.

The Company undertakes to use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's 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 the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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; subject to this responsibility the Company shall not be responsible for:

- (A) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (B) The reception of signals by Customer provided equipment.

SECTION 2.0 - RULES AND REGULATIONS**2.12.1 Provision of Equipment and Facilities (continued)**

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company 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 to other persons. For any equipment which is not currently registered in compliance with FCC Part 68 rules, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.12.2 Shortage of Equipment or Facilities

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 a lack of facilities, or due to any other cause beyond the Company's control. 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 to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS

2.12.3 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto. 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 that their use of the Company's offerings complies with relevant laws and PA PUC regulations, policies, orders, and decisions.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff.

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

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

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 2.0 - RULES AND REGULATIONS**2.12.4 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply as specified in Sections 5 and 6, as applicable, of this tariff. 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.

2.12.5 Special Construction

Subject to the agreement 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 based on cost of materials and at labor rates specified in Sections 5 and 6, as applicable, of this tariff. Special construction is that construction undertaken;

- (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 undertake in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS

2.12.6 Obligations of the Customer

The Customer shall be responsible for:

- (A) The payment of all applicable charges as set forth in this tariff.
- (B) Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) Providing as specified from time to time by the Company any needed equipment, space or power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.
- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide Advanced Communications Service to the Customer, authorized user, or joint user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- (E) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.

SECTION 2.0 - RULES AND REGULATIONS

2.12.6 Obligations of the Customer (cont'd)

The Customer shall be responsible for:

- (F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- (H) Keeping the Company's equipment/facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment/facilities.

SECTION 2.0 - RULES AND REGULATIONS**2.12.7 Liability of the Company**

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

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer.

Except for the credit allowance specifically provided for in Section 2.6.4, the Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

SECTION 2.0 - RULES AND REGULATIONS

2.12.7 Liability of the Company (cont'd)

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, 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, presence, condition, location, or use of any installation so provided.

The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for, or in conjunction with, Company's service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2.0 - RULES AND REGULATIONS**2.12.8 Claims**

The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorneys fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

2.12.9 Station Equipment

Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

SECTION 2.0 - RULES AND REGULATIONS

2.13 Tests and Adjustment of Bills for Error

2.13.1 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.13.2 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to company owned facilities and equipment.

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 (10) days of receiving this notice, the Customer must take such action. 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.

SECTION 2.0 - RULES AND REGULATIONS

2.14 Supply to Separate Premises and Resale

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

Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.14.1 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.14.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff. From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges of the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2.0 - RULES AND REGULATIONS**2.15 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.16 Rights-of-Way

Where economically feasible, the Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide Company's services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location shall be borne entirely by the Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way.

2.17 Services Provided by Other Carriers

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

SECTION 2.0 - RULES AND REGULATIONS

2.18 Governmental Authorizations

The provision of Company's services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the PA PUC or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.19 Term

The minimum term for any of Company's service offered hereunder shall not be less than one month, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

2.20 Moves, Adds, and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. In the event that in excess of 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges as per the Customer contract.

SECTION 3.0 - PRIVATE LINE SERVICES**3.1 General**

Customers may order from the Company local private line telecommunications transport services, subject to availability. The term "services" used in this section refers only to such Dedicated intrastate telecommunications transport services between two locations traversing the Company's end points each of which originate or terminate at a Customer's or the Company's designated location, unless otherwise stated in this tariff. Any service provided over a third party's facilities, arranged for the Customer by the Company, may be provided on an ICB.

3.2 Description

- (A). Private Line Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.
- (B). Local Private Line Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
- (C). Local Private Line Service is furnished on a full-time basis, 24 hours a day, seven days a week.
- (D). Local Private Line Service is available in standard DS1 and DS3 offerings.

SECTION 3.0 - PRIVATE LINE SERVICES**3.3 Application of Rates and Charges**

- (A). All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in section 3.4. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by LECs and incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the LEC, at the Company's option.
- (B). The rates for Local Private Line Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.
- (C). Local Private Line Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- (D). In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB

SECTION 3.0 - PRIVATE LINE SERVICES**3.4 Rates and Charges****3.4.1 Service Charges**

Circuit	Charge	Mileage (per mile)	NRC
DS1	\$94.38	\$19.14	\$181.00
DS3	\$525.64	\$131.77	\$499.00

3.4.2 Ancillary Charges**(A). Order Change Charge**

Circuit	Per Change
DS-1	\$34.00
DS-3	\$34.00

(B). Order Cancellation Charge

Circuit	Pre-Engineering	Post-Engineering
DS-1	\$34.00	\$34.00
DS-3	\$34.00	\$34.00

(C). Bad Check Charge

The Company charges Customers \$20.00, or the maximum allowable under law, for checks that are returned for insufficient funds.

3.5 Non-Standard Offerings**3.5.1 Special Arrangements**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be set on an ICB set forth in Section 6 of this tariff.

SECTION 4.0 - PROMOTIONAL OFFERINGS

4.1 General

The Company may, from time to time, offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimentation purposes. These Promotional Offerings may be limited to certain dates, times, and/or locations. Promotions for services offered in this tariff are subject to the filing of tariff revisions and approval by the Commission. The Company will notify the Commission ten (10) days in advance of any such Customer promotional offering.

Each Promotional Offering will be limited to a maximum promotional period of up to six (6) months.

SECTION 5.0 – LABOR CHARGES

Normally scheduled working hours are an employee's schedule work period in any given calendar day (e.g., 8:00 A.M. to 5:00 P.M., Monday through Friday) for the application of rates based on working hours. Overtime is time outside of normally scheduled working hours, on a scheduled workday. Premium time is time outside of the scheduled workday.

5.1 Additional Labor

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth below. The Company will notify the Customer that additional labor charges as set forth below will apply before any additional labor is undertaken.

5.1.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

5.1.2 Overtime Repair

Overtime Repair is that Company maintenance effort performed outside of normally scheduled working hours.

5.1.3 Stand By

Stand By includes all time in excess of (1/2) hour during which Company personnel stand by and make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

5.1.4 Testing and Maintenance with Other Telephone Companies

Testing and Maintenance with Other Telephone Companies includes all additional testing, maintenance or repair of facilities of other telephone companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Company.

5.1.5 Other Labor

Other Labor is that additional labor not included in 5.1.1 through 5.1.4 preceding, including, but not limited to labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

SECTION 5.0 – LABOR CHARGES**5.1.6 Charges for Additional Labor**

All rates are charged per technician

	1st half hr. or fraction thereof	Each add'l half hr. or fraction thereof
Install or Repair		
- Overtime	\$103.98	\$33.88
- Premium*	\$116.52	\$40.42
Stand By		
- Basic	None	\$31.50
- Overtime	None	\$33.88
- Premium*	None	\$40.42
Testing & Maintenance with other telephone companies, or other labor		
- Basic	\$89.16	\$30.25
- Overtime	\$95.44	\$34.02
- Premium*	\$106.13	\$40.42

- * A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours of Premium time.

SECTION 5.0 – LABOR CHARGES**5.2 Miscellaneous Services****5.2.1 Maintenance of Service**

When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when the Company's personnel are dispatched to the Customer's facilities to when the work is completed. Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time.

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company.

5.2.2 Maintenance of Service Charges

	1st half hr. or fraction thereof	Each add'l half hr. or fraction thereof
- Basic	\$91.65	\$32.75
- Overtime	\$95.17	\$33.74
- Premium*	\$106.12	\$40.41

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours of Premium time.

SECTION 6.0 – INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1 General

The Company's Individual Case Basis Arrangements (ICB) are offered for special situations and services that cannot be easily identified as standard service offerings, and shall be developed on a case-by-case basis in response to a bona fide request(s) from customers. ICB pricing will also be offered to customers in response to competitive bid proposals. The rates quoted in response to such competitive request may be different than those specified for such service in the tariff.

ICB rates will be offered to customers in writing on a non-discriminatory basis.