

NetCarrier TeleCom, Inc.

Supplement No. 1
Tariff-Telephone PA PUC No. 4
Canceling Tariff-Telephone PA PUC No. 2
Original Title Page

Regulations and Schedule of Charges Applicable to
Reselling of Interexchange Toll Services Furnished by

NetCarrier TeleCom, Inc.

within the

Service Territory of Verizon Pennsylvania, Inc. within the Commonwealth of Pennsylvania

Issued: April 29, 2010
Issued by:

Christopher K. Peltier, CTO
4000 N. Cannon Avenue
Lansdale, Pennsylvania 19446

Effective: May 29, 2010

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CHECK SHEET

(C)

All of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

(C)

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

LIST OF MODIFICATIONS

This supplement is used to reflect the following:

Original Title Page	
1 st Revised Page 1	Updates Check Sheet;
Original Page 1.1	Introduces List of Modifications;
1 st Revised Page 5	Updates Table of Contents;
Original Page 34	Introduces SNiP Link services
Original Page 35	Introduces SNiP Link services
Original Page 36	Introduces SNiP Link services
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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) – To Signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in rate

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the resale of Interexchange toll service to business and residential customers, hereinafter referred to as "Service", by NetCarrier TeleCom, Inc., hereafter referred to as the "Company", from its points of presence in the Commonwealth of Pennsylvania to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E Commission

The Pennsylvania Public Utility Commission.

1.2.F Common Carrier

A company or entity providing telecommunications services to the public.

1.2.G Company

NetCarrier TeleCom, Inc., unless the context indicates otherwise.

1.2.H Consumer

A person initiating any Intrastate telephone call.

1.2.I Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.J Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

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1. GENERAL

1.2 Definitions (Cont'd)

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.M Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.N Interexchange Toll Services

Resale of Interexchange toll service to Business and Residential Customers.

1.2.O Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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1. GENERAL

1.2 Definitions (Cont'd)

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing resale of Interexchange toll service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2.1.B Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.

2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

2.2.J.1 Using the Service for any purpose in violation of any law.

2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.

2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.2 Obligations of the Customer (Cont'd)

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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2. **RULES AND REGULATIONS**

2.3 Liabilities of the Company

2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.

2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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2. **RULES AND REGULATIONS**

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

- 2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed one (1) month estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- 2.5.A.2 Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- 2.5.A.3 Interest will be paid by the Company on all sums held on deposit at the rate established annually by the Pennsylvania Public Utility Commission, respectively, for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.
- 2.5.A.4 The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein. Furthermore it does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.
- 2.5.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.B Description of Payment and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.

2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted

service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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2. **RULES AND REGULATIONS**

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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2. **RULES AND REGULATIONS**

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS**2.7 Special Services (Cont'd)****2.7.C Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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2. **RULES AND REGULATIONS**

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the Pennsylvania Public Utility Commission.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.1 Service Points

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
Presidents Day*	Veterans' Day**

* Applies to Federally observed day only.

** When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday.
When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.E Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.
- 3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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3. DESCRIPTION OF SERVICE

3.4 Computation of Distance

3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.

3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:

3.4.B.1 Obtain the "V" and "H" coordinates for each city.

3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.

3.4.B.3 Square each difference obtained in step 2, above.

3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.

3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.

3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 Method of Applying Rates

3.5.A Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.5.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

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3. DESCRIPTION OF SERVICE**3.6 Promotional Discounts**

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

3.8 Operator Service

3.8.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.C, herein for rates.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occasion \$ 25.00

4.2 Rate Schedules

4.2.A Residential Direct Dial Service

1. Per Minute of Use Rates

<u>Mileage</u>	<u>Day/1st Min.</u>	<u>Add'l. Min.</u>	<u>Even. 1st. Min</u>	<u>Add'l Min.</u>
1-10	\$ 0.1600	\$ 0.0800	0.1600	\$ 0.0800
11-16	0.1800	0.1000	0.1600	\$ 0.0800
17-22	0.2000	0.1100	0.1600	\$ 0.0800
23-30	0.2100	0.1400	0.1600	\$ 0.0800
31-40	0.2600	0.1600	0.1600	\$ 0.0800
41-55	0.2700	0.1600	0.1600	\$ 0.0800
56-70	0.2700	0.1660	0.1600	\$ 0.0800
71-196	0.2700	0.1600	0.1600	\$ 0.0800

	<u>Night/1st Min.</u>	<u>Add'l. Min.</u>
1-10	\$ 0.0700	\$ 0.0300
11-16	0.0800	0.0500
17-22	0.0900	0.0600
23-30	0.1100	0.0700
31-40	0.1200	0.0800
41-55	0.1400	0.0900
56-70	0.1400	0.0900
71-196	0.1400	0.0900

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.B Business Direct Dial Service

1. Per Minute of Use Rates

<u>Mileage</u>	<u>Day/1st Min.</u>	<u>Add'l. Min.</u>	<u>Even. 1st Min</u>	<u>Add'l Min.</u>
1-10	\$ 0.1500	\$ 0.0800	0.1200	\$ 0.0500
11-16	0.1700	0.1000	0.1500	\$ 0.0700
17-22	0.2000	0.1100	0.1700	\$ 0.0800
23-30	0.2000	0.1400	0.1900	\$ 0.1000
31-40	0.2200	0.1600	0.2100	\$ 0.1300
41-55	0.2200	0.1600	0.2100	\$ 0.1300
56-70	0.2200	0.1660	0.2100	\$ 0.1300
71-196	0.2200	0.1600	0.2100	\$ 0.1300

	<u>Night/1st Min.</u>	<u>Add'l. Min.</u>
1-10	\$ 0.0800	\$ 0.0400
11-16	0.1000	0.0600
17-22	0.1000	0.0700
23-30	0.1200	0.0800
31-40	0.1300	0.0900
41-55	0.1400	0.0900
56-70	0.1400	0.0900
71-196	0.1400	0.0900

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Operator Service Charges

1.	Station to Station	
	Dial Calling Card	\$ 0.75
	Operator Assisted	\$1.75
2.	Person to Person	\$ 3.50
3.	Operator Dialed Surcharge	\$ 1.75
4.	Automated Surcharge	\$ 1.30
5.	Directory Assistance	
	Local Call, each	\$0.57

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.D. TeleSave Residential Long Distance Plan

The TeleSave residential long distance plan is a bundled long distance service offering which includes Intrastate toll, Interstate toll# and International# calling at competitive rates. The subscriber must be located in the 228 Philadelphia LATA in order to qualify. Applicable rates for Interstate toll calling and International toll calling are available in the Company's applicable Interstate Toll Services Tariff and International Services Tariff available on the Company's website.

Monthly Fee	\$ No Charge
IntraLATA Calling	\$ 0.065 per minute
Intrastate Calling	\$ 0.065 per minute
Interstate Calling#	\$ 0.045
International Calling#	by country, see International Tariff
800 Number	\$ 7.00 per month, per number
Inbound 800	\$ 0.10 per minute

Included for informational purposes only, not regulated by the Pennsylvania Public Utility Commission.

4.2.E. TeleSave Residential Inbound 800/Toll Free Calling Plan

The TeleSave Inbound 800/Toll Free Calling Plan provides TeleSave residential Customers with the ability to receive in-bound 800 calls by setting up a separate 800 telephone number. Additional rates apply to calls outside the continental 48 United States. Applicable per minute rates above apply.

Toll Free Number	\$ 2.00 per month, per number
Payphone Surcharge	\$ 0.30 per use

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A. RATES AND CHARGES

All services, rates and charges listed in this Section are available only to former Customers of SNiP Link, LLC. who were obtained through NetCarrier's purchase of SNiP Link, LLC's assets in Pennsylvania and who received service under SNiP Link, LLC's tariff Telephone PA P.U.C. No. 1 at the time of the transfer. These services are not available to new Customers.

4.A.1 1+ Long Distance

A. Description of Service

1+ Long Distance Service is a dedicated or switched long distance message telecommunications service provided between points located within the State.

B. Billing Increments

Dedicated 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds. Switched 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds.

C. Rates

1. Dedicated 1+ Long Distance
\$0.0883 per minute
2. Switched 1+ Long Distance
\$0.1721 per minute

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A RATE SCHEDULES, (Cont'd)

4.A.2 Toll Free Service

A. Description of Service

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premises and that employs a toll-free area code.

B. Billing Increments

Toll free service is billed in initial 18 second increments and additional increments of 6 seconds.

C. Rates

1. Switched 1+ Toll Free Service
\$0.1721 per minute
2. Dedicated 1+ Toll Free Service
\$0.0883 per minute
3. Toll Free Payphone Surcharge
Per Call Charge for Toll Free Service
Calls Placed From a Payphone: \$0.35

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A RATE SCHEDULES, (Cont'd)

4.A.3 Calling Plans

A. Anytime USA Plan

The Company offers two (2) plan packages based upon the manner of bill presentment that the customer pre-selects. The recurring fee for each plan is \$4.95 per month.

1. Rates

Direct/LEC Billing

Switched 1+:	\$0.1470
Toll Free:	\$0.1470

Electronic Billing

Switched 1+:	\$0.1420
Toll Free:	\$0.1420

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A RATE SCHEDULES, (Cont'd)

4.A.3 Calling Plans (Cont'd)

B. Integrated Services Calling Plan

The Company offers customers ordering the Integrated Services Calling Plan three (3) alternative plans based upon the manner of bill presentment that the customer pre-selects. There is no monthly fee for this plan and no minutes of usage are provided. Separate Internet access rates apply in addition to the telecommunications usage rates below. This plan provides customers with a package of switched telecommunications services and Internet access. Customers must subscribe to a qualifying Internet service offered by the Company's Internet provider.

B.1 Rates

Direct/LEC Billing

Switched 1+:	\$0.1470
Toll Free:	\$0.1470

Electronic Billing

Switched 1+:	\$0.1420
Toll Free:	\$0.1420

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A. RATE SCHEDULES, (Cont'd)

4.A.4 Volume and Term Discounts

The following volume and term discounts apply to all telecommunications usage purchased under this tariff. The Company will apply these discounts to the Customer's total monthly bill for services rendered, in the aggregate.

A. Term Discounts.

<u>Term</u>	<u>Discount</u>
One Year:	0%
Two Year:	2%
Three Year:	3%
Five Year:	4%

B. Volume Discounts.

<u>Monthly Recurring Revenue</u>	<u>Discount</u>
No Commitment:	0%
\$100.00 - 499.00	1%
\$500.00 – 999.00	2%
\$1,000.00 – 3,999.00:	3%
\$4,000.00 – 8,499.00:	5%
\$8,500.00 – 12,499.00:	7%
\$12,500.00 +:	9%

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A. RATE SCHEDULES, (Cont'd)

4.A.5 Toll Directory Assistance

A. Description of Service

Toll Directory Assistance Service provides the Customer with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

B. Rates

Per Call: \$0.68

4.A.6 Toll Operator Services

A. Description of Service

Toll Operator Services involve assisting Customers with the placement of long distance telephone calls, including Calling Card Calls, Station-to-Station Calls, and Person-to-Person Calls. The Company will provide this service through arrangements with other telecommunications carriers.

B. Rates

Direct Connect/Station-to-Station: \$0.95
Direct Connect/Person-to-Person: \$3.70

4.A.7 Intrastate Calling Card Service

A. Description of Service

The Company will provide its Customers with calling cards for the purpose of enabling the customer to access the Company's long distance services from locations other than the Customer's premises.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A. RATE SCHEDULES, (Cont'd)

4.A.7 Intrastate Calling Card Service (Cont'd)

B. Rates

Per Call Set-up Charge:	\$0.10
Per Minute Rate:	\$0.20
Per Call Charge for Calling Card Calls Placed from a Payphone:	\$0.40

4.A.8 Intrastate Calling Card Directory Assistance Service

A. Description of Service

Intrastate Calling Card Directory Assistance Service provides Customers using the Intrastate Calling Card Service with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

B. Rates

Per Call:	\$0.95
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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4.A. RATE SCHEDULES, (Cont'd)

4.A.9 Conference Calling Service

A. Description of Service

Conference Calling Service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may enter into the conference meeting using a pre-assigned conference telephone number.

B. Rates

Weekday charges apply 12:00 midnight CST Monday through 11:59 p.m. CST Friday. Weekend charges apply 12:00 midnight CST Saturday through 11:59 p.m. CST Sunday.

	<u>Weekday Charge</u>	<u>Weekend Charge</u>
Per Call Set-up Charge:	\$3.00	\$3.00
Per Minute Per Bridgeport Rate:	\$0.65	\$0.45