

CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC.
d/b/a ONE COMMUNICATIONS
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO THE RESALE OF INTEREXCHANGE TOLL
TELECOMMUNICATION SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA

This tariff applies to the interexchange telecommunications services furnished by Choice One Communications Inc. ("Carrier") between one or more points within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission and is in concurrence with the rules and regulations of 52 PA Code, Chapters 63 and 64. Copies of this tariff may be inspected, during normal business hours, at Carrier's principal place of business, 5 Wall Street, Burlington, MA 01803.

List of Modifications

12 th Revised Title Sheet	Revised to indicate Supplement No. 12.
1 st Revised Sheet No. 0.1	List of Modifications - details pages changed with this filing.
12 th Revised Sheet No. 1	Updates Check Sheet.
1 st Revised Sheet No. 42.2	Section 4.4 – increases Directory Assistance rate.

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet. Original and revised sheets are named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	12 th Revised*	32	Original
0.1	1 st Revised*	33	Original
1	12 th Revised*	34	Original
2	2 nd Revised	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	1 st Revised
9	Original	42	2 nd Revised
10	Original	42.1	Original
11	Original	42.2	1 st *
12	Original	43	3 rd Revised
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original	50.1	Original
21	Original	50.2	Original
22	Original	50.3	Original
23	Original	50.4	Original
24	2 nd Revised	50.5	Original
25	1 st Revised	50.6	Original
26	1 st Revised	51	Original
27	Original	52	Original
28	Original		
29	Original		
30	Original		
31	Original		

* New or Revised.

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Issued by: Vice President of Regulatory Compliance
Choice One Communications of Pennsylvania Inc.
d/b/a One Communications
5 Wall Street
Burlington, MA 01803

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SYMBOLS

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

- C - Change in Regulation
- D – Decreased Rate
- I - Increased rate

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the tariff page in effect.

TARIFF FORMAT (Cont'd)

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by Carrier that allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to Choice One Communications of Pennsylvania Inc.

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Pennsylvania. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Pennsylvania Public Utility Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Service

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- 2.2.8 Carrier's services shall not be used to transmit impermissible content.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its 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 or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any 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.
- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.6 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 reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date 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.
- 2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.10 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;
- E. Any noncompletion of calls due to network busy conditions;
- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- G. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

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

2.3.14 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.15 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- A. a local exchange carrier;
- B. customer premise equipment; or
- C. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of all charges including unauthorized charges, for calls originated at the Subscriber's number(s), excluding calls billable to another party (and that party not being the Subscriber), such as collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide all necessary equipment space, supporting structure, conduit, rights of way, building access, and electrical power without charge to Carrier.

2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier that may require indemnification from the Subscriber of which the Carrier is aware.

2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.6 Discontinuance of Service for Cause

2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- 2. For violation of any of the provisions of this tariff;
- 3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or

2. RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause (Cont'd)

- D. By reason of any order or decision of a court, public utility commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due in full in U.S. currency on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge of 1.5%, or the maximum allowable by applicable law, whichever is higher, on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on the outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for each returned check.

2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services that require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

2. RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts (Cont'd)

2.8.2 Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.8.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber shall take the following course of action within thirty (30) days of the billing date:

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

2. RULES AND REGULATIONS (Cont'd)

2.10 Contested Charges (Cont'd)

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

Pennsylvania Public Utility Commission
Commonwealth Avenue and North Street
North Office Building
Harrisburg, PA 17105

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2. RULES AND REGULATIONS (Cont'd)

2.12 Deposits

2.12.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. In its calculation of a potential Customer's creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing cycle.

2.12.2 Amount of Deposit

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of monthly recurring charges and usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of a deposit may exceed this total when services are provided for short periods of time or under special circumstances.

2.12.3 Interest on Deposit

Interest on deposits held for thirty days or more. Pursuant to regulations in 52 PA Code, Chapter 64.41, simple interest at the rate specified by the Commission shall be credited or paid to the customer's account for deposits held by the Company. The prescribed annual interest rate currently in effect is 9%.

2. RULES AND REGULATIONS (Cont'd)

2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

2.13.1 Payphone Surcharge

Pursuant to FCC regulations, the Carrier compensates payphone owners where calls originate at a payphone. A \$0.55 per call charge is applicable to non-coin calls that originate from any domestic payphone used to access Carrier's services. This surcharge will either be applied directly to customer's bill or will be deducted from customer's debit card in rounded up minute increments. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with Carrier's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

(I)

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions

Carrier may from time to time offer promotional services.

2. RULES AND REGULATIONS (Cont'd)

2.18 Automatic Number Identification Terms and Conditions

- 2.18.1 Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the terms and conditions of this section:
- 2.18.2 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.18.3 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.18.4 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.18.5 The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

2. RULES AND REGULATIONS (Cont'd)

2.18 Automatic Number Identification Terms and Conditions (Cont'd)

2.18.6 Violation of any of the foregoing terms and conditions by any ANI recipient may result in suspension of the transmission of ANI by the Carrier until such time as the Carrier receives written confirmation from the ANI recipient that the violations have ceased or have been corrected.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program

2.19.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase Carrier's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and applicable Pennsylvania Public Utility Commission orders, if any. The FCC's Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.2 Obligations of Eligible Schools and Libraries

- A. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- B. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- C. Services requested will be used for educational purposes.
- D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.3 Obligations of Carrier

- A. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- B. Carrier will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- C. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Pennsylvania Public Utility Commission approval, if necessary.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.4 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools, libraries, and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

2. RULES AND REGULATIONS (Cont'd)

2.20 Health Care Providers Support Program

2.20.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Carrier intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997, and any applicable orders of the Pennsylvania Public Utility Commission. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

2.20.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

2. RULES AND REGULATIONS (Cont'd)

2.20 Health Care Providers Support Program (Cont'd)

2.20.3 Responsibility of Eligible Health Care Providers

- A. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
- B. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- C. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
- D. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
- E. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

2.20.4 Responsibility of the Company

- A. The Company shall offer the rates and charges as specified in this tariff, to eligible health care providers to the extent that facilities and services are available and offered in this tariff.
- B. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- C. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Pennsylvania Public Utility Commission approval, if necessary.

2. RULES AND REGULATIONS (Cont'd)

2.20 Health Care Providers Support Program (Cont'd)

2.20.5 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the Commonwealth of Pennsylvania with a population of at least 50,000.

2.21 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.22 Blocking of Service

The Company reserves the right to block calls to Information Provider caller-paid information services that violate the Company's user service policies or are otherwise in violation of this tariff.

3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall be timing only for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.2 Computation Of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- a. Obtain the "V" and "H" coordinates for each rate center.
- b. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- c. Divide each of the differences obtained in b. by three, rounding each quotient to the nearer integer.
- d. Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in c. by three and repeat step d. Repeat this process until the sum of the squares obtained in d. is less than 1778.
- e. The number of successive divisions by three in steps c. and d. determines the value of "N". Multiply the final sum of the two squares obtained in step d. by the multiplier specified in following table for this value of "N" preceding:

3. EXPLANATION OF RATES (Cont'd.)3.2 Computation Of Mileage (Cont'd.)

e. (Cont'd.)

N	<u>Multiplier</u>	<u>Minimum Rate Mileage</u>
1	0.9	
2	8.1	41
3	72.9	121

f. Obtain square root of product in e. and, with any resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in e. preceding, the minimum rate mileage corresponding to the "N" value is applicable.

Example:

The message rate distance is required between Allentown, Pennsylvania, and Philadelphia, Pennsylvania:

	<u>V</u>	<u>H</u>
(a) Allentown	5166	1585
Philadelphia	<u>5251</u>	<u>1458</u>
(b) Difference	85	127

(c₁) dividing each difference by three and rounding to nearer integer 28 and 42.

(d₁) squaring integers and adding, $28 \times 28 = 784$
 $42 \times 42 = \underline{1764}$
 sum of squared integers 2548

sum of squared integers is greater than 1777, so divide integers in (c₁),

(c₂) dividing integers in (c₁) by three and rounding 9 and 14.

3. EXPLANATION OF RATES (Cont'd.)

3.5 Rounding

Fractions of a billing increment are rounded up to a full billing increment. Fractions of a cent per minute are rounded up to a full cent.

4. DESCRIPTION OF SERVICES AND RATES

4.1 Postpaid Calling Card

4.1.1 Description of Service

Carrier offers Postpaid Calling Card (non-operator assisted, direct-dial calling as well as access to directory assistance) to customers who select Carrier as their long distance carrier and request a calling card on the letter of Authorization (LOA) submitted to Carrier for activation. This product is offered to Customers through agents who have contracted with Carrier to market this service to said Customers.

A. Direct Dialed Calls

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls.

Customers access Postpaid Calling Card by:

1. Dialing 1+ toll free number (800/888/887) - as indicated on reverse of card.
2. At voice prompt, entering card number.
3. At voice prompt, entering desired destination number by dialing It (Area Code [NPA]) + (Exchange [NXX]) + (Station [XXXX]).
4. Calls are routed over transmission and switching facilities utilized by the Carrier to any valid domestic location served by the Carrier.

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.1 Postpaid Calling Card (Cont'd)

4.1.1 Description of Service (Cont'd)

A. Direct Dialed Calls (Cont'd.)

- 5. The charges for usage on this card will be billed on the customer's Local Exchange Company (LEC) bill using the customer's billing telephone number.
- 6. All rates will be per minute of usage, twenty-four (24) hours per day, and seven days per week, 365 days per year.

B. Directory Assistance Calls

Customers who use the card for accessing Directory Assistance will be assessed a per call Directory Assistance charge in addition to the direct dialed per minute usage rates referred to above. See Section 4.4 for Directory Assistance rates. (C)

4.1.2 Rates and Charges

Post Calling Card

	<u>Per Minute Charge</u>	
- Direct Dialed Calls (30/6 Rounding)	\$0.199	(C) (C)

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.2 800/888/887 Service (Toll free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

<u>Per Minute</u>	<u>Per Number/Month</u>
\$0.0600 (D)	\$2.00

In the event an 800/888/887 customer owes the Company more than \$1,000 in undisputed delinquent 800/888/887 service charges, the Company reserves the right to block calls to that 800/888/887 number and to block an 800/888/887 service provider change.

4.2.1 800/888 Service (Toll free) Options

(C)

A. Service Descriptions

Area Code Block - Provides customers the ability to block toll-free calls from specific area codes.

Area Code Routing – Provides customers the ability to route calls to a predetermined location based on originating area code.

Area Code Allow – Provides customers the ability to allow completion of toll-free calls from designated area codes. Toll-free calls from other area codes will be blocked.

Percent Traffic Allocation Routing - Provides customers the ability to route calls to multiple call centers based on a predetermined percentage of calls received

Time of Day Routing – Provides customers the ability to route calls to a predetermined location based on the time of day the call originates.

(C)

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.2 800/888 Service (Toll free) (Cont'd)

4.2.2 800/888 Service (Toll free) Options (Cont'd)

(C)

B. Rates and Charges

The following minimum and maximum rate bands apply to these options:

	<u>Monthly Recurring Charges</u>
Area Code Block	\$10.00
Area Code Routing	\$10.00
Area Code Allow	\$10.00
Percent Traffic Allocation Routing	\$10.00
Time of Day Routing	\$10.00

In addition, the monthly recurring charges listed above, the following non-recurring charges will apply to additions or changes to the customer's toll-free options.

	<u>Non-Recurring Charges</u>
Routing Add Charge - Applies to any new toll-free option ordered by the customer	\$50.00
MAC Charge – Applies to any changes in an existing toll-free option currently used by the customer	\$20.00

(C)

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.3 1+ Long Distance Telecommunications Services

1+ long distance telecommunications services ("1+") consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the State. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 60 second initial and 60 additional billing increments.

Per Minute
\$0.090

4.4 Directory Assistance

Customers who make Directory Assistance calls will be assessed a per call Directory Assistance charge.

Directory Assistance Calls: Per Call Charge
\$1.50

(l)

4.5 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers 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. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)

4.6 Fast Forwarding Service

Fast Forwarding utilizes a telephone number and Central Office facilities by which all incoming calls to the Fast Forwarding telephone number ("FFN") are forwarded automatically to a telephone number ("destination number") located in another exchange.

The FFN must be a telephone number serviced by the Company's facilities-based local exchange carrier ("LEC Affiliate"). The Company shall provision Fast Forwarding in concurrence with the rates, terms and conditions set forth in Section 5.12 of the local services tariff of the Company's LEC Affiliate (PA P.U.C. Tariff No. 1 of Choice One Communications of Pennsylvania Inc).

4.7 Minimum Monthly Usage

The minimum monthly amount that will be charged for long-distance usage by Customers subscribing for Choice One long distance service will be \$9.99. Qualified usage includes interstate, intrastate and intralata direct dialed domestic usage, international long distance usage and toll free (incoming) usage. Usage in the form of operator assisted services, Calling Card calls and conference calls does not contribute toward the minimum monthly amount. If a customer's actual qualifying long distance usage charges for the month (before any applicable taxes, surcharges or similar items) are less than \$9.99, such Customer will be billed such actual charges plus an amount equal to the difference between such actual charges and \$9.99. (I)

Notwithstanding the preceding paragraph, no minimum monthly amount will apply to Customers subscribing to a long distance calling plan with a monthly recurring charge or Customers subscribing to an unlimited 1+ calling plan. (I)

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES

5.1 One Communications Operator Services and Directory Assistance

5.1.1 Operator Services

See the Company's PA P.U.C. Tariff No. 1, Section 23 for One Communications Operator Services rates and charges.

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.1 One Communications Operator Services and Directory Assistance (Cont'd)

5.1.2 Directory Assistance

See the Company's PA P.U.C. Tariff No. 1, Section 23 for One Communications Directory Assistance rates and charges.

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.2 One Communications Toll-Free Service

5.2.1 Description of Services

One Communications Toll-Free Service offers Customers inbound calling where a toll-free number is provided for the purpose of receiving calls at no expense to the calling party.

OneSolutions service packages provide Customers with a bundled number of toll and toll-free minutes per line for a flat monthly fee. Customers who exceed their allotted number of minutes in any given month will be billed a per minute rate on their overage minutes. One Communications Toll-Free service is not available on a standalone basis. A monthly recurring charge does not apply to the first toll-free number ordered, but does apply to additional toll-free numbers. Toll-free numbers must terminate to a valid phone number assigned in connection with a OneSolutions Essential or OneSolutions Enhanced service package.

Toll-free numbers are reserved and assigned at random to each Customer from a general pool of available toll-free numbers provided to the Company.

Vanity numbers may be requested by the Customer; however, the Company does not guarantee the availability of any vanity numbers. Requests for vanity numbers are subject to a non-recurring charge.

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.2 One Communications Toll-Free Service (Cont'd)

5.2.2 One Communications Toll-Free Service Features

The following features are available in conjunction with the Company's toll free service. Features can be ordered separately or in combination. A non-recurring charge applies when features are ordered, changed or disconnected subsequent to installation of the initial service:

Info Digit Blocking

Info Digit Blocking blocks calls based on the type of telephone from which the call originates, such as calls originating from payphones or prison phones.

Info Digit Routing

Info Digit Routing routes and controls calls based on telephone line type.

Point of Origination Blocking (3/6/10 Digit Blocking)

Point of Origination Blocking allows or blocks calls based on originating NPA, NPA-NXX or 10 digit numbers.

Point of Origination Routing (3/6/10 Digit Routing)

Point of Origination Routing routes calls to a predetermined location based on originating NPA, NPA-NXX or 10 digit numbers.

Time of Day Routing (Time and Day of Week Routing)

Time of Day Routing routes calls to different locations based on the time and day of the week.

Day of Year Routing

Day of Year Routing routes calls to a different location based on day of the year.

Percent Call Allocation Routing

Percent Traffic Allocation routing provides Customers with the ability to route calls to different locations based on a predetermined percentage of calls received.

Pre-Defined Alternative Routing Profiles

Pre-Defined Alternative Routing establishes alternate routing profiles, which can be activated in various predefined situations.

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.2 One Communications Toll-Free Service (Cont'd)

5.2.3 Rates

	NRC, per request
Info Digit Blocking	\$100.00
Info Digit Routing	\$100.00
Point of Origination Blocking (3/6/10 Digit Blocking)	\$100.00
Point of Origination Routing (3/6/10 Digit Routing)	\$100.00
Time of Day Routing (Time and Day of Week Routing)	\$100.00
Day of Year Routing	\$100.00
Percent Call Allocation Routing	\$100.00
Pre-Defined Alternative Routing Profiles	\$100.00
Vanity Number	\$20.00

	MRC
Toll-Free Number, per number	\$5.00

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.3 OneSolutions Essential

5.3.1 General

This section is applicable only to Customers that subscribe to One Communications OneSolutions Essential local service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order OneSolutions Essential must pre-subscribe to the Company's toll and Long Distance service.

Customers selecting OneSolutions Essential will receive 250 domestic toll and toll-free minutes per line. Minutes will be aggregated across all voice grade DS0 channels included in the OneSolutions Essential service package (limit of 6 DS0s per service package). Included minutes not used within the billing cycle are lost.

A measured rate (per minute) will apply to domestic toll and toll-free usage in excess of OneSolutions Essential maximum of 250 minutes per DS0 channel (minutes aggregated across all lines that are part of OneSolutions Essential).

5.3.2 Application of Rates

Domestic Toll and Toll-Free Usage

Customers who exceed their allotted domestic toll and toll-free usage number of minutes in any given month will be billed a per minute rate on their overage minutes.

5.3.3 Rates

Domestic Toll and Toll-Free Usage	Per Minute Rate
Domestic Toll and Toll-Free Usage, overage rate	\$0.0390

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.4 OneSolutions Enhanced

5.4.1 General

This section is applicable only to Customers that subscribe to One Communications OneSolutions Enhanced local service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order OneSolutions Enhanced must pre-subscribe to the Company's toll and Long Distance service.

Customers selecting OneSolutions Enhanced will receive 500 domestic toll and toll-free minutes per line. Minutes will be aggregated across all channels included in a OneSolutions Enhanced service package (limit of 15 channels per service package). Allotted minutes not used within a given month are lost and may not be carried over to subsequent months.

A measured rate (per minute) will apply to domestic toll and toll-free usage in excess of OneSolutions Enhanced maximum of 500 minutes per line (minutes aggregated across all lines that are part of OneSolutions Enhanced).

5.4.2 Application of Rates

Domestic Toll and Toll-Free Usage

Customers who exceed their allotted domestic toll and toll-free usage number of minutes in any given month will be billed a per minute rate on their overage minutes.

5.4.3 Rates

Domestic Toll and Toll-Free Usage	Per Minute Rate
Domestic Toll and Toll-Free Usage, overage rate	\$0.0390

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.5 One Communications Basic Business Line

5.5.1 General

This section is applicable only to Customers that subscribe to One Communications Basic Business Line local service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order One Communications Basic Business Line service must pre-subscribe to the Company's toll and Long Distance service.

Customers may purchase One Communications Basic Business Line service as Unlimited Business Lines. The Unlimited Business Line includes local, local toll and domestic toll service. Usage rates will apply to lines not ordered as Unlimited Business Lines.

5.5.2 Application of Rates

Domestic Toll Usage

Domestic toll usage rates will apply to lines not ordered as Unlimited Business Lines. Domestic toll service is furnished on a usage sensitive basis and is subject to a per minute rate under one, two or three year term contracts.

5.5.3 Rates

Domestic Toll Usage	1 year term	2 year term	3 year term
Domestic Toll Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.6 One Communications Digital Voice Service

5.6.1 General

This section is applicable only to Customers that subscribe to One Communications Digital Voice Service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order One Communications Digital Voice Service must pre-subscribe to the Company's toll and Long Distance service.

Long distance service offered in connection with One Communications Digital Voice Service is furnished on a usage sensitive basis and is subject to a per minute rate.

Customers may purchase lines bundled with packages of local minutes or local calls, local toll minutes, domestic toll minutes and domestic toll-free minutes. Customers who exceed their allotted number of minutes in any given month will be billed a per minute rate on their overage minutes.

5.6.2 Application of Rates

Domestic Toll Usage

Domestic toll service is furnished on a usage sensitive basis and is subject to a per minute rate under one, two or three year term contracts. Domestic toll usage rates will apply to lines not ordered with a package of domestic toll minutes. Customers who exceed their allotted domestic toll usage package of minutes in any given month will be billed a per minute rate on their overage minutes (domestic toll – overage rate will apply).

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.6 One Communications Digital Voice Service (Cont'd)

5.6.3 Rates

Domestic Toll Usage	1 year term	2 year term	3 year term
Domestic Toll Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350

Domestic Toll - Overage Rate	Per Minute Rate
Domestic Toll, overage rate	\$0.0390

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.7 One Communications Remote Call Forward (RCF) Service

5.7.1 General

This section is applicable only to Customers that subscribe to One Communications Remote Call Forward (RCF) Service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order One Communications Remote Call Forward (RCF) Service must pre-subscribe to the Company's toll and Long Distance service.

5.7.2 Application of Rates

RCF Domestic Toll

Domestic toll usage furnished in connection with RCF service is provided on usage sensitive basis and subject to a per minute rate under one, two or three year term contracts.

5.7.3 Rates

Domestic Toll Usage	1 year term	2 year term	3 year term
Domestic Toll Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (interLATA), per minute rate	\$0.0390	\$0.0370	\$0.0350
Domestic Toll-Free Usage (intraLATA toll), per minute rate	\$0.0390	\$0.0370	\$0.0350

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.8 OneSolutions Complete

5.8.1 General

This section is applicable only to Customers that subscribe to One Communications OneSolutions Complete in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1.

Long distance service offered in connection with One Communications OneSolutions Complete is furnished on a usage sensitive basis and is subject to a per minute rate.

Customers will also have the option to purchase Call Packs of Domestic Toll Minutes (includes Local Toll, Domestic Toll and Domestic Toll-Free). Customers who exceed their allotted number of minutes in any given month will be billed a per minute rate on their overage minutes.

5.8.2 Application of Rates

Domestic toll service (includes Local Toll, Domestic Toll and Domestic Toll-Free) is furnished on a usage sensitive basis and is subject to a per minute rate. Domestic toll usage rates will apply to service not ordered with a Call Pack of domestic toll minutes. Customers who exceed their allotted domestic toll usage Call Pack of minutes in any given month will be billed a per minute rate on their overage minutes.

5. ONE COMMUNICATIONS SERVICES, RATES AND CHARGES (Cont'd)

5.8 OneSolutions Complete (Cont'd)

5.8.3 Rates

Domestic Toll – OneSolutions Complete Call Packs	1 Year MRC	2 Year MRC	3 Year MRC	Overage Rate
1000 Package	\$30.00	\$30.00	\$30.00	\$0.0350
2500 Package	\$72.50	\$72.50	\$72.50	\$0.0350
5000 Package	\$140.00	\$140.00	\$140.00	\$0.0350
7500 Package	\$202.50	\$202.50	\$202.50	\$0.0350
10000 Package	\$260.00	\$260.00	\$260.00	\$0.0260
15000 Package	\$390.00	\$390.00	\$390.00	\$0.0260
25000 Package	\$650.00	\$650.00	\$650.00	\$0.0260
35000 Package	\$910.00	\$910.00	\$910.00	\$0.0260
50000 Package	\$1,300.00	\$1,300.00	\$1,300.00	\$0.0260
75000 Package	\$1,950.00	\$1,950.00	\$1,950.00	\$0.0260
100000 Package	\$2,400.00	\$2,400.00	\$2,400.00	\$0.0240

Domestic Toll	Per Minute Rate
Domestic Toll	\$0.0390

6. PRESUBSCRIBED INTEREXCHANGE LONG DISTANCE (PILD) CHARGE

The Presubscribed Interexchange Long Distance (PILD) Charge is a monthly charge applicable to multi-line business, ISDN-PRI and T-1 Customers' lines or line equivalents that are presubscribed to the Company's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. The aggregate of these PILD charges will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

7. INSTATE ACCESS RECOVERY FEE (IARF)

A monthly service charge that is applied to Customers subscribed to the Company for long distance services associated with residential or single-line business telephone lines. This charge is intended to recover costs incurred by the Company in providing in-state long distance service over Customer's local exchange provider's network. This charge is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per single line business line	\$3.75
Per residential line	\$3.75