

RCLEC, INC.

**PA. PUC TELEPHONE TARIFF NO. 2
ORIGINAL TITLE PAGE**

INTEREXCHANGE SERVICES

RCLEC, INC.

**REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE LONG DISTANCE SERVICES
APPLICABLE IN
THE COMMONWEALTH OF PENNSYLVANIA**

Issued:
Issued By:

Effective:

John Marlow, President
1400 Fashion Island Blvd., 7th Floor
San Mateo, CA 94404

INTEREXCHANGE SERVICES

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
Title	Original
1	Original
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SYMBOLS SHEET

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued or deleted rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT SHEETS

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. 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.

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SECTION 1 – APPLICATION OF TARIFF AND TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Additional Billing Increment - Additional Billing Increment is the rate element used to bill for the chargeable time when a call continues beyond the Initial Billing Increment. Additional Billing Increment begins when the Initial Billing Increment ends (e.g., with the second minute of a call for which the Initial Billing Increment is one minute). Additional rates apply to each Additional Billing Increment, or any fraction thereof, that chargeable time continues beyond the Initial Billing Increment. Thus, for Service with an Initial Billing Increment of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Billing Increment charge and the charge for two (2) Additional Billing Increments. Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier – RCLEC, Inc. (“RCLEC”)

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Individual Case Basis (ICB) - ICB determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Interexchange Service - Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Tariff - The current intrastate services tariff and effective revisions thereto filed by the Company with the Pennsylvania Public Utility Commission (PUC).

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SECTION 1 – APPLICATION OF TARIFF AND TERMS AND ABBREVIATIONS (CONT'D)

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Facilities-based InterLATA and IntraLATA interexchange communications services by RCLEC, Inc., hereinafter referred to as the Company, to customers within the State of Pennsylvania.

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INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the state of Pennsylvania under terms of this tariff.

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

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

The Company does not offer long distance services on a stand-alone basis and is provided only with services found in the Company's Local Exchange PUC Tariff No. 1 and Section 3 in this Tariff.

2.1.1 Terms and Conditions

2.1.1.1 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.1.2 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.1.3 Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this tariff; or
2. the Customer is using the service in violation of the law.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements to meet changing regulatory or statutory rules and standards.
- 2.2.4 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.5 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liabilities of the Company**

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 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 be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.
 - (C) 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.
 - (D) 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liabilities of the Company (Cont'd)**

2.3.3 (Cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. 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, condition, location, or use of any installation so provided.
- (F) 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.
- (G) The Company shall be indemnified, defended and 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4 Obligations of the Customer**2.4.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- (E) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4 Obligations of the Customer (Cont'd)**2.4.1 General (Cont'd)

- (F) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (G) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

2.4.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees, for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- (A) Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every 30 days.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Interruption of Service****2.6.1 Adjustments and Allowances for Interruptions**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.2 Limitation on Allowances

No credit allowance will be made for:

- (A) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) Interruptions due to the failure or malfunction of non-Company equipment;
- (D) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- (F) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) Interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Disconnection of Service by Company**

2.7.1 The Company may discontinue service, in accordance with Subchapter D of 52 Pa Code §64.61-111 and §64.121-134, for the following reasons provided in this Section 2.7.4.

2.7.1.1 Prior to termination of service, the Company will mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination. Termination of service by the Company to a residential customer should follow a two step process, whereby the Company shall mail or deliver written notice to the customer at least seven (7) days prior to the date of proposed suspension regardless upon which suspension is sought. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: (1) failure to make satisfactory arrangements to pay arrearages; (2) failure to post a deposit; (3) failure to meet the requirements of a payment agreement; (4) failure to give adequate assurances that an unauthorized use of practice will cease.

2.7.1.2 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.7.1.3 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may suspend service without incurring any liability.

2.7.1.4 In the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.7.1.5 In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

2.7.1.6 In the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Cancellation of Service**

2.8.1 Notice to Company for Cancellation of Service

A Customer who wishes to have service discontinued must provide at least five (5) days oral or written notice to the Company for discontinuance of service.

2.8.2 Cancellation of Application for Service

2.8.2.1 Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

2.8.2.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.8.3 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Taxes, Surcharges and Fees

- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Customer Service
RCLEC, Inc.
1400 Fashion Island Blvd., 7th Floor
San Mateo, CA 94404
(888) 898-4591

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utilities Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
1-800-692-7380
www.puc.pa.gov

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.12 Deposits**

- 2.12.1 The Company does not generally charge its business customers deposits. If the Company determines that to protect its interests, it may need to require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with 52 Pa. Code Chapter 64. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform a Customer, in writing, of the reasons for a deposit request and the process by which a customer can receive service without the posting of a deposit. The deposit will not exceed an amount equal to two twelfths of the estimated charge for the service for existing residential customers in the Company's exchange during the immediately preceding twelve month period.
- 2.12.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company in accordance with 52 Pa. Code Chapter 64.
- 2.12.3 Deposits for business customers will accrue interest at the rate of the average of 1-year Treasury bills for the month of September, October, and November of the previous year. Interest shall be paid annually to the customer or, at the option of either the Company or the customer, shall be applied to the customer's bill.
- 2.12.4 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.13 Advance Payments

The Company will not collect advance payments on Interexchange Services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/ verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. RCLEC will maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.15 Universal Emergency Telephone Number Service (911, E911)

2.15.1 RCLEC does not provide 911 service. The wholesale customer is responsible for providing 911 service.

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INTEREXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE**3.1 General****3.1.1 Description**

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.2.2 Unless otherwise specified in this Tariff, the minimum call duration for bill purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 97% during peak use periods for all Feature Group D services.

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INTEREXCHANGE SERVICES**SECTION 4 - RATES****4.1 Usage Rates**

4.1.1 The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.1.2 Switched Services

4.1.2.1 Switched Inbound Usage Charges

The Company's Switched Service is offered to business customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines. Calls are billed in sixty (60) second increments after an initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

4.1.2.2 Switched Outbound Usage Charges

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

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INTEREXCHANGE SERVICES

SECTION 4 - RATES (CONT'D)

4.1 Usage Rates (Cont'd)

4.1.3 Dedicated Services

The Company's Dedicated Service is offered to business customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines. Calls are billed in sixty (60) second increments after an initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

4.1.3.1 Dedicated Inbound Usage Rates

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

4.1.3.2 Dedicated Outbound Usage Rates

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

4.1.4 Recurring Charges

Customers will incur the following monthly recurring charges:

	Switched <u>Access</u>	Dedicated <u>Access</u>
Per 8XX Number	\$1.00	\$1.00
Accounting Codes (non-verified)	\$1.00	\$1.00
Authorization Codes/BTN (verified)	\$1.00	\$1.00
Authorization Code change/add/delete	\$1.00	\$1.00
Monthly Recurring Charge per T-1	N/A	\$200.00

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INTEREXCHANGE SERVICES

SECTION 4 - RATES (CONT'D)

4.1 Usage Rates (Cont'd)

4.1.5 Non-Recurring Charges

Customers will incur the following monthly non-recurring charges:

	Switched <u>Access</u>	Dedicated <u>Access</u>
Per 8XX Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$5.00	\$5.00
Set and Installation Charges	\$50.00	\$50.00

4.1.6 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a calling card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bills, this charge is reimbursed to pay telephone service providers.

Per Call	\$0.50
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4.1.7 Non-sufficient Funds (NSF) Checks

A return check charge of \$25.00 will be assessed for checks returned for non-sufficient funds.

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INTEREXCHANGE SERVICES

SECTION 4 - RATES (CONT'D)

4.1 Usage Rates (Cont'd)

4.1.9 Late Payment Charge

Customers will be charged 1.25% of any amounts owed to the Company beyond the due date for each payment.

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