

TITLE SHEET
TARIFF APPLICABLE TO
COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
IN THE COMMONWEALTH OF PENNSYLVANIA
PROVIDED BY
AIRESPRING, INC.

(C)

The Company will mirror the local exchange calling areas and exchange area boundaries as listed on the maps in the tariffs of Verizon Pennsylvania, Inc. Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C, Verizon North Telephone Pa. P.U.C. No. 1, 3, 5 and 6 and Sprint/United Telephone Company of Pennsylvania Telephone Pa. P.U.C. No. 27. Local exchange calling areas and rate classes are listed in Section 10 of this tariff.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued Date: September 15, 2011
Issued By:

Effective Date: September 16, 2011

Avi Lonstein President
6060 Sepulveda Blvd.
Van Nuys, California 91411

LIST OF MODIFICATIONS

This Tariff Supplement No. 2 includes the following revisions/additions:

Title Sheet

Listing of Modifications

2 nd Revised Page 1	Updated Check Sheet;
Original Page 55.1	Introduces Analog Integrated T-1 Service description;
Original Page 55.2	Introduces Integrated T-1/PRI Service description;
Original Page 55.3.	Introduces Local SIP Trunking Service description;
Original Page 67.1	Introduces Analog Integrated T-1 Service rates description;
Original Page 67.2	Introduces Local Integrated T-1/PRI Service rates;
Original Page 67.3	Introduces Local SIP Trunking rates;
Original Page 67.4	Introduces Local SIP Trunking Service rates.

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CHANGE SHEET

List of Changes made by this Supplement

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Title	*	30	Original	56	1 st Revised	80	Original
Title		31	Original	57	Original	81	Original
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2	Original	33	Original	59	Original	83	Original
3	Original	34	Original	60	Original	84	Original
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10	Original	41	Original	67	Original	91	Original
11	Original	42	Original	67.1	Original*	92	Original
12	Original	43	Original	67.2	Original*	93	Original
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25	Original	55.1	Original*	78	Original	106	Original
26	Original	55.2	Original*	79	Original	107	Original
27	Original	55.3	Original*			108	Original
28	Original					109	Original
29	Original					110	Original
						111	Original

EXPLANATION OF SYMBOLS

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

- (C) To signify change.
- (D) To signify decrease in rate.
- (I) To signify increase in rate.

Issued: July 26, 2005
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: August 1, 2005

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Airespring, Inc. to customers within the Commonwealth of Pennsylvania. Airespring, Inc., will mirror the local exchange calling areas and exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc. Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C, Verizon North Telephone Pa. P.U.C. No. 1, 3, 5 and 6 and Sprint/United Telephone Company of Pennsylvania Telephone Pa. P.U.C. No. 27a. Local exchange calling areas are listed in Section 10 of this tariff.

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Avi Lonstein, President
Airespring, Inc.
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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Pennsylvania Public Utility Commission.

Company or Carrier - Airespring, Inc., unless otherwise clearly indicated by the context.

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

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity, which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

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SECTION 1.0 – DEFINITIONS

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

SECTION 1.0 - DEFINITIONS

Service commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the Commonwealth of Pennsylvania, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) 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.
- (C) Except as otherwise stated in the tariff, 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 proper 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.
- (D) 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. See Section 2.9.
- (E) Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other or terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(D) (cont'd)**

- (6)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7)** Reserved for future use;
- (8)** Injury to property or injury or death to persons, including claims for payments made under Workers' 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;
- (9)** Any non-completion of calls due to network busy conditions;
- (10)** Any calls not actually attempted to be completed during any period that service is unavailable;
- (11)** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (H) With respect to Emergency Number 911 Service
 - (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 - (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(H)** (Cont'd)

- (3)** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Pennsylvania Public Utility Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 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 willful 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 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) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 General (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); 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;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Pennsylvania Public Utility Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

Payments may be required in advance of furnishing any of the following services:

- 1) Seasonal service;
- 2) The construction of facilities and furnishing of special equipment;
- 3) Temporary service for short-term use.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.5 Customer Deposits and Advance Payments (Cont'd.)****2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with 52 PA Code 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.
- (B) 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 64.
- (C) Deposits for business and residential customers will accrue interest annually at the rate of the average of 1-year U.S. Treasury Bills for the months of September, October, and November of the previous year.
- (D) 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.
- (E) When a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations in 52 PA Code 64.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements****2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Pennsylvania Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Pennsylvania, or both, and are charged to a subscriber's telephone number or account in Pennsylvania.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

- (A) Non-recurring charges are due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of 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 month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 21 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month on unpaid balance for business customers and 1.25% per month on the unpaid balance for residential customers, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file an informal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265, Phone: 1-800-782-1110, Fax: 717-787-6641, in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under Chapter 64 of 52 PA Code. The address, phone and fax of the Company is as follows:
- Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411
Phone: (818) 786-8990
Fax: (818) 786-9225
(888) 389-2899
- (G) If service is disconnected by the Company, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service, in accordance with Subchapter D of 52 Pa. Code (§§64.61 – 64.75), for the following reasons provided in this Section 2.6.3.

- (A) 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.
- (B) 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.
- (C) Reserved for future use.
- (D) Reserved for future use.
- (E) Reserved for future use.
- (F) Reserved for future use.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.6 Payment Arrangements, (Continued)****2.6.4 Notice to Company for Cancellation of Service**

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

2.6.5 Cancellation of Application for Service

- (A) 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.
- (B) 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.
- (C) 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.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.6 Payment Arrangements, (Continued)****2.6.6 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.

2.6.7 Bad Check Charge

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.7 Allowances for Interruptions in Service, (Continued)****2.7.1 General (Continued)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, 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 the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.7 Allowances for Interruptions in Service, (Continued)****2.7.2 Limitations of Allowances (Cont'd)**

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) 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;
- (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 the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.7 Allowances for Interruption in Service, (Continued)****2.7.4 Application of Credits for Interruptions in Service**

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) Interruptions Over 24 Hours and Less Than 72 Hours

Credit for service interrupted for over 24 hours and less than 72 hours must be 1/30 of monthly rate or more for each of the first three 24 hour periods.

(D) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.7 Allowances for Interruption in Service, (Continued)****2.7.5 Limitations 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 or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Reserved for future use.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Reserved for Future Use.**2.10 Reserved for Future Use.****2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.12 Notices and Communications**

- 2.12.2** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3** 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.
- 2.12.4** Except as otherwise stated in this tariff, 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.
- 2.12.5** 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.

SECTION 3.0 - SERVICE AREAS**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas, as listed in Section 10, currently served by the following Incumbent LECs: 1) Verizon Pennsylvania, Inc. (Verizon); 2) Verizon North; and 3) United Telephone Company of Pennsylvania (Sprint).

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Pennsylvania Public Utility Commission reclassifies an exchange from one Rate Group to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Verizon's PA P.U.C. Tariff No. 180A.

Rate Groups

A3
A4
D3
D4
F3
F4

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$40.00	\$75.00
Each Additional Line	\$40.00	\$75.00
Line Change Charge		
First Line	\$20.00	\$20.00
Each Additional Line	\$20.00	\$20.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$26.00	\$26.00
Each Additional 15 minute increment	\$15.00	\$15.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$25.00	\$40.00

- 4.4** Customers will have the option of having access to telephone message services, such as 900/976 and Toll calling, blocked. Calling blocking 900/976 and Toll Denial Services for new customers and for the usage in the first instance will be offered free of charge. The customer will be informed of this provision at the time of their initial sign up.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Pennsylvania Public Utility Commission:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)**5.1 General (Continued)****5.1.3 9-1-1/Emergency Services**

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the servicing selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

5.1.4 Regulations

- A. The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Verizon Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in Pa. P.U.C. No. 2, Section 2.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

Issued: July 26, 2005
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: August 1, 2005

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- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.2 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1** Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two-rate centers is determined as follows:

- Step 1: Obtain the V (vertical) and H (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between the V coordinate of the two rate centers; and the difference between the two H coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the V difference and the square of the H difference obtained in step (C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* Up to, but not including

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features**

The features listed in Section 5.9.1 are offered by the Company to Residential and Business Customers. Refer to Price List in Section 7 of this tariff for specific features offered with each type of local exchange service.

5.9.1 Features Descriptions

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of calls unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (D) Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (E) Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (F) Call Forwarding Busy Line & Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (G) Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (H) Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (I) Caller ID Name & Number:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (J) Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- (K) Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the features screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- (L) Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (M) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) **Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (O) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (P) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- (Q) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (R) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (S) **Ultra Forward® Service:** Ultra Forward Service combines Call Forwarding Variable with remote access capability. In addition to the current Call Forwarding Variable feature access method, Ultra Forward Service provides customers access from any touch-tone or tone-signaling-capable telephone. The customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or toll charges as appropriate. Ultra Forward Service is only offered on a monthly subscription basis. Ultra Forward is a Remote Change Service.
- (T) **Home Intercom:** Home Intercom allows telephone extensions sharing the same telephone number to be used as an intercom system. This service permits the user to signal other extensions sharing the same telephone number by dialing the telephone number associated with the residence customer's access line. When a Home Intercom call is initiated, all extensions ring with a distinctive ringing pattern. Home Intercom functions on Touch-Tone or dial pulse equipped access lines and will be provided to individual line residence customers by monthly subscription only.
- (U) **Intercom Extra® Service:** Intercom Extra Service provides the following capabilities in addition to the Home Intercom feature: a) Intercom Code Dialing which permits the user to initiate intercom calls by dialing one of two available activation codes for a distinctive ringing pattern instead of dialing the telephone number of the user's access line; b) Selective Call Transfer which permits the user to transfer an outside call to an extension by dialing one of the two activation codes provided with Intercom Code Dialing for distinctive ringing; c) Call Hold which permits the user to place an outside call on hold by dialing an activation code, hang up the telephone to consult privately with other household members or to continue the call from

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

Intercom Extra® Service (continued) another extension; d) Three-Way Calling capability (same as the Three-Way Calling feature description in R. preceding). Intercom Extra Service will be provided to individual line residence customers by monthly subscription only.

(V) Distinctive Ring Service: Distinctive Ring Service enables an individual line subscriber to have up to two telephone numbers (referred to as “Dependent” numbers) assigned to one dial tone line in addition to the main number (referred to as the “Master” number). Each number when dialed will result in a distinctive ring which facilitates the ability of the customer to determine which number is being called. Where facilities permit, a distinctive Call Waiting tone for each telephone number will be provided for customers who subscribe to Distinctive Ring Service and Call Waiting. Distinctive Ring Service is associated with incoming calls only and does not provide a separate dial tone line to place outgoing calls. Distinctive Ring Service is only offered on a monthly subscription basis.

(W) Return Call (*69): This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.

If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

If a caller uses per call or line blocking, a called party who activates Return Call (*69) will not receive the voiceback of the calling party’s telephone number and will not be able to return the call through the use of Return Call (*69) Service.

A Return Call (*69) activation is considered complete and billable after the feature is activated by dialing the first code, regardless of whether or not the call is returned, except in cases where the calling number is not available from the network (e.g., calls from areas not equipped to provide this service) or the originating caller is using per call or line blocking.

All telephone numbers, including Non-Published and Non-Listed telephone numbers will be announced to a Return Call (*69) user unless blocked on the originating end.

Customers can either pay per use so that a separate charge applies to each activation of this service; or subscribe to the service and incur a monthly charge for unlimited use.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

(X) **Priority Call:** This service provides one distinctive audible signal to the called customer when a call from one of up to six prespecified telephone numbers. Through an interactive dialing sequence, the customer creates a screening list of up to six telephone numbers in the switching machines. This list can only be created from and for telephone numbers located in appropriately equipped offices. When a call arrives from one of the prespecified telephone numbers, the Priority Call rings distinctively. If the called customer subscribes to Call Waiting, and the call arrives while the line is busy, the Call Waiting tone has a distinctive pattern. For calls from a dial tone line with multiline hunting, the distinctive signal is only produced when the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the Priority Call list is active; or subscribe to the service and incur a monthly charge for unlimited use.

(Y) **Select Forward:** This service allows the customer to select a maximum of six telephone numbers for forwarding. The customer activates this service by dialing a code to create a screening list via an interactive dialing sequence. This list can only be created from and for telephone numbers located in appropriately equipped offices. Only calls from those telephone numbers in the screening list may be forwarded to the designated telephone number.

For calls from a line within multiline hunting, the call is selectively forwarded only where the main telephone number has been entered in the screening list.

Customers can either incur a daily usage charge that applies for each day the list is active, or subscribe to the service and incur a monthly charge for unlimited use.

(Z) **Blocking:** A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service.

- a. **Per-Call Blocking:** To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the following service territories: Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.9 Optional Calling Features, (continued)****5.9.1 Feature Descriptions, (continued)**

- b. **Line Blocking:** Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

As a facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same. Line Blocking is available to all customers in the following service territories: Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

Line Blocking is provided without charge, except as discussed in Rate Section 7.7.2 of this Tariff.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID/Caller ID With Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID/Caller ID With Name. If a customer using blocking calls a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID/Caller ID With Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID/Caller ID With Name subscriber who has activated Anonymous Call Rejection: (1) place the call through a Verizon operator; (2) place the call on the Verizon network using a Verizon telephone calling card; (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.10 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Residential customers are entitled to two free directory assistance calls per month.

5.11 Miscellaneous Services**5.11.1 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.11.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer. See Section 11.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Analog Integrated T-1 Service

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Illinois Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.12.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

 SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.13 Local Integrated T-1/PRI Service

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Illinois Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.13.1 Terms and Conditions

- (A) Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features – no charge

Advanced Call Forwarding
Call Forwarding
Call Transfer
Caller Block
Caller ID Blocking
Fined Me / Follow Me
Message Waiting Audible Indicator
Three Way Calling

Anonymous Call Rejection
Call Return
Call Waiting
Caller ID
Do Not Disturb
Hunting
Repeat Dialing
Toll Blocking

 SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.13 Local Integrated T-1/PRI Service

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Illinois Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.15.1 Terms and Conditions

- (A) Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features – no charge

Advanced Call Forwarding
Call Forwarding
Call Transfer
Caller Block
Caller ID Blocking
Fined Me / Follow Me
Message Waiting Audible Indicator
Three Way Calling

Anonymous Call Rejection
Call Return
Call Waiting
Caller ID
Do Not Disturb
Hunting
Repeat Dialing
Toll Blocking

 SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.16 Local SIP Trunking Service

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.16.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

 COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6.0 - PENNSYLVANIA RELAY SERVICE**6.1 General**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc. PA PUC #13.

6.2 Surcharge

In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all bills issued on or after July 1, 2006:

	<u>Residence</u>	<u>Business</u>
TRS	\$0.08 (I)	\$0.09 (R)
TDDP ¹	\$0.00	\$0.00
Total Surcharge	\$0.08 (I)	\$0.09 (R)

¹ Telephone Device Distribution Program (TDDP) was established by Act 34 of 1995, 35 P.S. §§6791.1, *et seq.*

Centrex lines will be charged on an equivalency basis as determined by the Commission.

6.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. This Company concurs in this tariff.

The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

 Issued: November 16, 2006

Effective: November 17, 2006

Issued by:

 Avi Lonstein, President
 Airespring, Inc.
 6060 Sepulveda Blvd., Suite 220
 Van Nuys, California 91411

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST

7.1 General

Local Exchange Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies and/or the facilities of the Company.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Pennsylvania Public Utility Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

Issued: July 26, 2005
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: August 1, 2005

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)**7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service (Continued)****7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service. No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area. The rates and charges below apply to service provided on a month-to-month basis.

Pennsylvania Exchanges		Service Type			
Rate	Local Area	Local Area	Extended Area	Metropolitan	
Groups	Standard	Unlimited	Unlimited	Area	
Rate Group A-3	\$7.88	\$9.08	\$11.28	\$40.00	
Rate Group A-4	\$8.28	\$9.48	\$13.13	\$40.00	
Rate Group D-3	\$7.88	\$10.48	\$12.73	\$40.00	
Rate Group D-4	\$8.28	\$10.88	\$13.13	\$40.00	
Rate Group F-3	\$7.88	\$12.13	\$14.48	\$40.00	
Rate Group F-4	\$8.28	\$12.53	\$14.88	\$40.00	

Philadelphia Exchanges		Service Type			
Rate	Budget	Local Area	Local Area	Metropolitan	
Groups	Usage	Standard	Unlimited	Area	
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58	
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88	
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28	

Pittsburgh Exchanges		Service Type			
Rate	Budget	Local Area	Local Area	Metropolitan	
Groups	Usage	Standard	Unlimited	Area	
Rate Group 1	\$4.58	\$7.18	\$13.43	\$25.58	
Rate Group 2	\$4.88	\$7.48	\$13.73	\$25.88	
Rate Group 3	\$5.28	\$7.88	\$12.13	\$31.28	

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service (Continued)****7.2.2 Usage Sensitive Charges and Allowances****(A) Measured Service**

Customers subscribing to Measured Service will be charged a per call charge in addition to the monthly recurring charge. Per call charges will be applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local usage is billed on a per call basis.

Weekday Rate: Monday through Friday 8:00am to 10:00pm
Per Message Rate \$0.07

Night & Weekend Rate: Monday through Friday 10:01pm to 7:59am and
All day Saturday and Sunday
Per Message Rate \$0.028

Budget Usage \$0.25 per call

7.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$42.35
Each Additional Line	\$42.35

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service, (Continued)****7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Pennsylvania Exchanges Rate Groups	Service Type			
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited	Extended Area Unlimited
Rate Group A-3 - Individual	\$22.13	\$24.43	\$25.93	\$30.23
Rate Group A-3 - Multiline	\$20.03	\$22.33	\$23.83	\$28.13
Rate Group A-4 - Individual	\$24.63	\$26.93	\$28.43	\$32.73
Rate Group A-4 - Multiline	\$22.53	\$24.83	\$26.33	\$30.63
Rate Group D-3 - Individual	\$22.13	\$29.03	\$30.23	\$34.48
Rate Group D-3 - Multiline	\$20.03	\$26.93	\$28.13	\$32.38
Rate Group D-4 - Individual	\$24.63	\$31.53	\$32.73	\$36.98
Rate Group D-4 - Multiline	\$22.53	\$29.43	\$30.63	\$34.88
Rate Group F-3 - Individual	\$22.13	\$29.03	\$34.43	\$38.73
Rate Group F-3 - Multiline	\$20.03	\$26.93	\$32.33	\$36.63
Rate Group F-4 - Individual	\$24.63	\$31.53	\$36.93	\$41.23
Rate Group F-4 - Multiline	\$22.53	\$29.43	\$34.83	\$39.13

Philadelphia Exchanges Rate Groups	Service Type		
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited
Rate Group 1 - Individual	\$17.13	\$28.63	N/A
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A
Rate Group 2 - Individual	\$19.63	\$31.13	N/A
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.73
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.63

Pittsburgh Exchanges Rate Groups	Service Type		
	Local Area Standard	Local Area Valu-Pak	Local Area Unlimited
Rate Group 1 - Individual	\$17.13	\$28.63	N/A
Rate Group 1 - Multiline	\$15.03	\$26.53	N/A
Rate Group 2 - Individual	\$19.63	\$31.13	N/A
Rate Group 2 - Multiline	\$17.53	\$29.03	N/A
Rate Group 3 - Individual	\$22.13	\$33.63	\$38.18
Rate Group 3 - Multiline	\$20.03	\$31.53	\$36.08

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service, (Continued)****7.3.2 Usage Sensitive Charges and Allowances****(A) Usage Charges**

Call Bands	All Day/Night 1 st Minute	All Day/Night Add'l Minute
Local & Call Band 1	\$0.03	\$0.03
Call Band 2	\$0.04	\$0.04
Call Band 3	\$0.05	\$0.05
Call Band 4	\$0.05	\$0.05
Call Band 5	\$0.05	\$0.05
Call Band 6	\$0.05	\$0.05

(B) Usage AllowanceMeasured Service

Local Valu-Pak	\$24.00 per month
Local Standard	\$ 8.00 per month

7.3.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line	\$75.00
Each Additional Line	\$75.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

Monthly Charge for PBX trunk is \$56.50

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 st Block of 20 DID Numbers	\$15.00	\$5.60
Each Additional Block of 20 DID Numbers	\$0.00	\$5.60
DID Trunk Termination:	\$25.00	\$25.00
End User Port Charges, per trunk	\$0.00	\$0.70

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.6 Reserved For Future Use****7.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.7.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Call Trace	\$1.00	\$1.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.7 Optional Calling Features, (Continued)****7.7.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding - Variable	\$2.30	\$2.69
Call Forwarding – Busy Line	\$2.00	\$2.00
Call Forwarding – Don’t Answer	\$2.00	\$2.00
Call Forwarding – Busy Line & Don’t Answer	\$2.00	\$2.00
Repeat Dialing	\$2.00	\$6.00
Distinctive Ringing	\$4.50	\$6.50
Caller ID – Standard	\$6.55	\$8.50
Caller ID – with Name	\$7.50	\$9.50
Call Block	\$4.04	\$6.06
Home Intercom	\$2.25	N/A
Intercom Extra	\$6.50	N/A
Call Waiting	\$4.59	\$7.65
Three-Way Calling	\$2.30	\$2.66
Speed Calling – 8 numbers	\$2.30	\$2.69
Speed Calling – 30 numbers	\$3.43	\$3.84
Priority Call	\$4.00	\$6.06
*69	\$4.00	\$6.00
Select Forward	\$4.04	\$6.06
Ultra Forward	\$5.00	\$7.00
Easy Voice (Voice Dialing)	\$3.75	N/A

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.8 Analog Integrated T-1 Service****7.8.1 Complimentary Features – no charge**

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

7.8.2 Installation Fees

Installation Fee 2 Year Term	\$250.00
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7.8.3 Monthly Service Fee (includes up to 24 voice channels)

Initial Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$220
3.0 Mbps	N/A	\$460
4.5 Mbps	N/A	\$630

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.9 Local Integrated T-1/PRI Service****7.9.1 Complimentary Features – no charge**

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

7.9.2 Installation Fees

Installation Fee 2 Year Term	\$250.00
------------------------------	----------

7.9.3 Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$240
3.0 Mbps	N/A	\$525
4.5 Mbps	N/A	\$725

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

7.9.4 DID Service Options

Blocks	Base Zone		Additional Rate Ctr.	
	NRC	Monthly	NRC	Monthly
20 DIDs	\$10	\$10	\$50	\$25
50 DIDs	\$25	\$25	\$125	\$50
10 DIDs	\$50	\$50	\$250	\$100

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.10 Local SIP Trunking Service

7.10.1 Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

7.10.2 Installation Fees

Installation Fee 2 Year Term	\$250.00
------------------------------	----------

7.10.3 Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$199
3.0 Mbps	N/A	\$379
4.5 Mbps	N/A	\$549
6.0 Mbps	N/A	\$689
7.5 Mbps	N/A	\$969
9.0 Mbps	N/A	\$1,110
10.5 Mbps	N/A	\$1,229
12.0 Mbps	N/A	\$1,399

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
All	\$10

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)
7.10 Local SIP Trunking Service, (Continued)**7.10.4 DID Service Options**

	Statewide		Additional Rate Ctr.	
	NRC	Monthly	NRC	Monthly
Blocks				
20 DIDs	\$50	\$25	\$50	\$25
50 DIDs	\$125	\$50	\$125	\$50
10 DIDs	\$250	\$100	\$250	\$100

SECTION 8.0 - DIRECTORY ASSISTANCE SERVICES

8.1 Directory Assistance Services

8.1.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer is allowed two (2) requests for Directory Assistance per call. Residential customers will be provided two (2) free Directory Assistance calls per month.

Each Local Directory Assistance Call	\$0.57
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SECTION 9.0 – RESERVED FOR FUTURE USE

9.1 RESERVED FOR FUTURE USE

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9.1 RESERVED FOR FUTURE USE

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9.1 RESERVED FOR FUTURE USE

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SECTION 10.0 – EXCHANGE AREAS**10.1 Exchange Areas (URG=Usage Rate Group – Dial Tone Line Cell)**

EXCHANGE	URG	EXCHANGE	URG	EXCHANGE	URG
Alexandria	A-4	Aliquippa	D-4	Allentown	F-3
Altoona	D-4	Ambridge	D-3	Annville	D-4
Ashland	A-4	Austin	A-4	Avella	D-4
Avis	A-4	Avondale	F-4	Baden	D-3
Barnesboro	A-4	Bath	F-4	Beaver Falls	F-4
Bedminster	D-4	Bellefonte	D-4	Belle Vernon	D-4
Bellwood	D-4	Berwick	D-4	Bessemer	D-4
Bethlehem	F-3	Big Run	A-4	Black Lick	D-4
Blairsville	D-4	Bloomsburg	D-4	Boalsburg	D-4
Bolivar	A-4	Bradford	A-4	Brownsville	D-4
Buckingham	D-4	Burgettstown	A-4	Bushkill	D-4
California	A-4	Canonsburg	D-4	Carbondale	F-4
Carrolltown	A-4	Carversville	D-4	Catasauqua	F-3
Catawissa	D-4	Center Point	F-4	Centre Hall	D-4
Charleroi	D-4	Cherry Tree	A-4	Chester Springs	F-4
Clairton	D-3	Clarion	A-4	Claysville	D-4
Clearfield	D-4	Clymer	A-4	Coatesville	F-4
Collegeville	F-3	Connellsville	D-4	Coudersport	A-4
Cresco	F-4	Cresson	F-4	Curwensville	A-4
Danville	D-4	Dauphin	F-4	Dawson	A-4
Derry	D-4	Donora	D-4	Downington	F-3
Doylestown	D-3	Dublin	F-4	DuBois	A-4
Eagle	F-4	Easton	F-3	East Palestine	A-4
Ebensburg	F-4	Eldred	D-4	Elizabeth	D-4
Ellwood City	F-4	Elysburg	D-4	Endeavor	A-4
Exton	F-3	Fairchance	D-4	Farmington	D-4
Fayette City	A-4	Finleyville	D-4	Fleetwood	F-4
Frackville	D-4	Freeland	D-4	Frenchville	D-4
Galeton	A-4	Girardville	A-4	Glen Campbell	A-4
Glenmoore	F-4	Glenwillard	D-4	Green Lane	F-4
Greensburg	F-3	Greenville	A-4	Grove City	A-4
Halifax	F-4	Hamburg	F-4	Hamlin	F-4
Harleysville	F-3	Harrisburg	F-3	Hastings	A-4
Hawley	D-4	Hazleton	D-3	Hellertown	F-4
Herminie	D-4	Holidaysburg	D-4	Homer City	D-4
Honesdale	D-4	Honey Brook	D-4	Hookstown	F-4
Houtzdale	D-4	Hummelstown	F-4	Huntingdon	A-4
Imperial	D-4	Indiana	D-4	Jeannette	D-3
Jermyn	F-4	Jersey Shore	D-4	Jim Thorpe	D-4
Kane	A-4	Kemblesville	F-4	Kennett Square	F-3
Kingston	F-3	Kulpmont	A-3	Kutztown	F-4
Lake Ariel	F-4	Lake Como	A-4	Lancaster	F-3
Landenberg	F-4	Landisville	F-3	Lansdale	F-3
Latrobe	D-4	Lebanon	F-4	Leeper	A-4
Lehighton	A-4	Lenape	F-4	Lewistown	D-4
Ligonier	A-4	Line Lexington	F-3	Lock Haven	A-4
Lords Valley	F-4	Lowellville	F-4	Ludlow	A-4
Mahaffey	A-4	Mahanoy City	A-4	Marchand	A-4

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SECTION 10.0 – EXCHANGE AREAS**10.1 Exchange Areas (Cont'd)**

EXCHANGE	URG	EXCHANGE	URG	EXCHANGE	URG
Marienville	A-4	Marion Center	A-4	Masontown	D-4
McAdoo	D-4	McClellandton	D-4	McDonald	D-4
McMurray	F-3	McVeytown	A-4	Mechanicsburg	F-3
Mendenhall	F-4	Mercer	D-4	Middletown	F-4
Midland	D-4	Millersville	F-4	Milheim	F-4
Millville	A-4	Milton	D-4	Minersville	D-4
Monessen	D-3	Monongahela	D-4	Moosic	F-4
Morrisville	F-3	Mortonville	F-4	Moscow	D-4
Mountaintop	F-4	Mt. Carmel	A-4	Mt. Gretna	D-4
Mt. Jewett	D-4	Mt. Pleasant	F-4	Mt. Pocono	F-4
Mt. Union	A-4	Nanticoke	D-4	Nazareth	F-4
Nesquehoning	A-4	New Castle	D-4	New Florence	D-4
Newfoundland	D-4	New Hope	F-4	New Kensington	D-3
New Philadelphia	D-4	New Salem	D-4	Newtown	F-3
Northampton	F-4	Northumberland	D-4	North Wales	F-3
Numidia	A-4	Oakdale	D-4	Olyphant	F-3
Orwigsbur	D-4	Osceola Mills	D-4	Oxford	D-4
Palmyra	F-4	Paris	A-4	Parkesburg	D-4
Parkwood	A-4	Patton	D-4	Pennsburg	F-4
Perkasie	F-4	Perryopolis	D-4	Philipsburg	D-4
Phoenixville	F-3	Pittston	F-3	Plumsteadville	F-4
Plymouth	D-4	Point Marion	D-4	Portage	D-4
Port Allegany	A-4	Pottstown	F-3	Pottsville	D-3
Pughtown	F-4	Punxsutawney	A-4	Quakertown	F-4
Reading	F-3	Renovo	A-4	Republic	D-4
Rew	A-4	Reynoldsville	A-4	Riegelsville	F-4
Rochester	F-4	Roulette	A-4	Royersford	F-3
Russell	A-4	Saint Clair	D-4	Saxton	A-4
Schuylkill Haven	D-4	Schwenksville	F-4	Scottdale	D-4
Scranton	F-3	Shamokin	D-4	Sharon	D-3
Sharpsville	D-4	Shenandoah	A-4	Slatington	F-4
Smethport	A-4	Smithfield	D-4	Smiths Ferry	D-4
Smock	D-4	Snow Shoe	A-4	Souderton	F-3
Springdale	D-3	Spring Mills	F-4	Springtown	F-4
State College	D-3	Strasburg	F-4	Stroudsburg	F-4
Sugar Grove	D-4	Sunbury	D-4	Sykesville	A-4
Tamaqua	D-4	Tarentum	D-4	Taylor	F-3
Tidioute	D-4	Tionesta	A-4	Tyrone	D-4
Ulysses	A-4	Uniontown	D-4	Unionville	F-4
Upper Black Eddy	D-4	Wallenpaupack	D-4	Wampum	D-4
Warren	A-4	Washington	D-4	Washingtonville	D-4
Weatherly	D-4	West Alexander	D-4	West Chester	F-3
West Grove	F-4	West Middlesex	D-4	West Newton	A-4
Westtown	F-3	White Haven	D-4	Wilkes-Barre	F-3
Williamsport	D-4	Winburne	D-4	Woolrich	A-4
Wycombe	F-4	Wyoming	F-3	Yardley	F-3
Youngsville	A-4	Youngwood	D-4	Zelienople	D-4

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Van Nuys, California 91411

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas**Exchange AreasLocal Calling Areas

Alexandria	Alexandria, Huntingdon, McConnellstown (Sprint/United)
Aliquippa	Aliquippa, Hookstown, Ambridge, Pitb. Subn. Zone 16, Baden, Rochester, Glenwillard
Local:	
Metropolitan	All stations included in Local Area preceding plus Area the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Allentown	Allentown, Nazareth, Bath, New Smithville (VERIZON NORTH INC.), Bethlehem, New Tripoli (VERIZON NORTH INC.), Catasauqua, Northampton, Coopersburg (Commonwealth Tel.), Riegelsville, Slatington, Easton, Springtown, Emmaus (VERIZON NORTH INC.), Topton (Conestoga Tel.), Ironton (Ironton Tel.), Kutztown and Hellertown
Altoona	Altoona, Hollidaysburg, Bellwood, Tyrone, Cresson
Ambridge	Aliquippa, Glenwillard, Ambridge, Pitb. Subn. Zone 16, Baden
Local:	
Extended Area	All stations included in Local Area preceding plus -Pitb. Subn. Zone 15, Rochester
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Annville	Annville, Lebanon, Hershey (VERIZON NORTH INC.), Mt. Gretna, Jonestown (VERIZON NORTH INC.), Palmyra
Ashland	Ashland, Kulpmont, Frackville, Mt. Carmel, Girardville, Shenandoah
Austin	Austin, Coudersport
Avella	Avella, Washington, Burgettstown
Avis	Avis, Lock Haven, Jersey Shore, Woolrich
Avondale	Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Mortonville, Oxford

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Baden

Aliquippa, Baden, Ambridge, Rochester

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange
Plus and all other Zones of the Pittsburgh Suburban Exchange.

Barnesboro

Barnesboro, Glen Campbell, Carrolltown, Hastings, Cherry Tree, Patton

Bath

Allentown, Nazareth, Bath, Northampton, Bethlehem, Slatington, Catasauqua

Beaver Falls

Beaver Falls, Hookstown, Darlington (ALLTEL), Midland, Ellwood City, Rochester, Enon Valley (ALLTEL), Wampum, Zelienople

Bedminster

Bedminster, Perkasio, Carversville, Plumsteadville, Doylestown, Quakertown, Dublin, Ferndale (Commonwealth Tel.)

Bellefonte

Bellefonte, Snow Shoe, Boalsburg, Spring Mills, Centre Hall, State College, Howard (Sprint), Zion (Sprint)

Belle Vernon

Belle Vernon, Monessen, California, Monongahela, Charleroi, Perryopolis, Donora, West Newton, Fayette City

Local:

Metropolitan Area

All stations included in Local Area preceding plus the Pittsburgh
Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Bellwood

Altoona, Tyrone, Bellwood

Berwick

Berwick, Shickshinny (Commonwealth Tel.), Bloomsburg, Wapwallopen (Commonwealth Tel.)

Bessemer

Bessemer, New Castle

Bethlehem

Allentown, Bath, Ironton (Ironton Tel.), Bethlehem, Nazareth, Catasauqua, Northampton, Coopersburg (Commonwealth Tel.), Riegelsville, Slatington, Easton, Springtown, Hellertown

Big Run

Big Run, Punxsutawney

Black Lick

Black Lick, Homer City, Blairsville, Indiana

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Issued by:

Avi Lonstein, President
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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Blairsville	Black Lick, Homer City, Blairsville, Indiana, Bolivar, Latrobe, Derry
Bloomsburg	Berwick, Numidia, Bloomsburg, Orangeville (Commonwealth Tel.), Catawissa, Danville, Washingtonville, Millville
Boalsburg	Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall
Bolivar	Blairsville, New Florence, Bolivar
Bradford	Bradford, Rew, Duke Center (Armstrong North), Smethport, Limestone, NY (Verizon), Eldred, Mount Jewett
Brownsville	Brownsville, Republic, California, Smock, Charleroi, Uniontown, New Salem
Buckingham	Buckingham, New Hope, Carversville, Phila. Subn. Zone 45, Doylestown, Wycombe
Local:	
Extended Area	All stations included in Local Area preceding plus - Dublin, Phila. Subn. Zone 39, Line Lexington, Phila. Subn. Zone 40, Newtown, Plumsteadville
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Burgettstown	Avella, Murdocksville (Armstrong), Burgettstown, Paris, McDonald, Midway (ALLTEL)
Bushkill	Bushkill, Stroudsburg, NJ, Lords Valley (Verizon), Stroudsburg
California	Belle Vernon, Charleroi, Brownsville, Fayette City, California
Canonsburg	Canonsburg, McMurray, Hickory (Hickory Tel.), Pitb. Subn Zone 13, Washington, McDonald
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Carbondale	Carbondale, Jermyn, Chapman Lake (VERIZON NORTH INC.), Olyphant, Scranton, Clifford(NE PATel.), Waymart (So. Canaan Tel.), Forest City (NE PA Tel.)
Carrolltown	Barnesboro, Hastings, Carrolltown, Patton, Ebensburg

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Carversville	Bedminster, Dublin, Buckingham, New Hope, Carversville, Plumsteadville, Doylestown, Wycombe
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Catasauqua	Allentown, Nazareth, Bath, Northampton, Bethlehem, Riegelsville, Catasauqua, Slatington, Easton, Springtown, Hellertown, Ironton (Ironton Tel.)
Catawissa	Bloomsburg, Elysburg, Catawissa, Numidia, Danville
Center Point	Center Point, Phila. Subn. Zone 30, Collegeville, North Wales, Harleysville, Schwenksville, Lansdale
Local:	
Extended Area	All stations included in Local Area preceding plus - Green Lane, Phoenixville, Phila. Subn. Zone 29, Royersford, Phila. Subn. Zone 31, Souderton, Phila. Subn. Zone 33
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Centre Hall	Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College
Charleroi	Belle Vernon, Donora, Brownsville, Fayette City, California, Monessen, Charleroi, Monongahela
Cherry Tree	Barnesboro, Glen Campbell, Cherry Tree, Clymer
Chester Springs	Chester Springs, Phoenixville, Eagle, Pughtown, Exton, Royersford, Phila. Subn. Zone 28
Local:	
Extended Area	All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 29, Downingtown, Pottstown, Glenmoore, West Chester, Phila. Subn. Zone 26
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Clairton

Clairton, Pitb. Subn. Zone 10, Elizabeth Pitb. Subn. Zone 11

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Clarion

Clarion, Sligo (ALLTEL), Knox (ALLTEL), Strattanville (ALLTEL), Leeper, Shipperville (ALLTEL)

Claysville

Claysville, West Alexander, Washington

Clearfield

Clearfield, Osceola Mills, Curwensville, Philipsburg, Frenchville, Winburne

Clymer

Clymer, Indiana

Coatsville

Avondale, Lenape, Coatesville, Mortonville, Downingtown, Parkesburg, Eagle, Unionville, Exton, West Chester, Glenmoore, West Grove, Honey Brook, Westtown, Kennett Square

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Collegeville

Center Point, Phila. Subn. Zone 30, Collegeville, Phila. Subn. Zone 31, Green Lane, Phoenixville, Harleysville, Pottstown, Lansdale, Royersford, North Wales, Schwenksville, Phila. Subn. Zone 29, Souderton

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Connellsville

Connellsville, Scottdale, Dawson, Uniontown, Mount Pleasant

Coudersport

Austin, Roulette, Coudersport, Ulysses

Cresco

Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono

Cresson

Altoona, Hollidaysburg, Cresson, Portage, Ebensburg

Curwensville

Clearfield, Mahaffey, Curwensville

Danville

Bloomsburg, Northumberland, Catawissa, Sunbury, Danville, Washingtonville, Elysburg

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Dauphin	Dauphin, Harrisburg Zone 1, Halifax
Dawson	Connellsville, Perryopolis, Dawson, Scottdale
Derry	Blairsville, Greensburg, Derry, Latrobe
Donora	Belle Vernon, Elizabeth, Charleroi, Monessen, Donora, Monongahela
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
Downingtown	Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn. Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown, Honey Brook
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Doylestown	Buckingham, Line Lexington, Carversville, Phila. Subn. Zone 45, Doylestown, Plumsteadville, Dublin, Wycombe
Local:	
Extended Area	All stations included in Local Area preceding plus - Bedminister, Phila. Subn. Zone 33, Lansdale Phila. Subn. Zone 38, New Hope Phila. Subn. Zone 39, Newtown Phila. Subn. Zone 40, North Wales, Souderton, Perkasie
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Dublin	Bedminster, Line Lexington, Buckingham, Perkasie, Carversville, Plumsteadville, Doylestown, Quakertown, Dublin, Souderton, Lansdale
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
DuBois	Brockway (ALLTEL), Penfield (ALLTEL), DuBois, Reynoldsville, Luthersburg (ALLTEL), Sykesville

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Eagle Chester Springs, Phila. Subn. Zone 28, Coatesville, Phoenixville, Downingtown, Pughtown, Eagle, Royersford, Exton, West Chester, Glenmoore

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Easton Allentown, Nazareth, Bethlehem, Phillipsburg, NJ (Verizon), Bloomsbury, NJ (Verizon), Riegelsville, Catasauqua, Springtown, Easton, Upper Black Eddy, Hellertown

East Palestine East Palestine, Pa., Rogers, O. (AMERITECH, O.), East Palestine, O. (AMERITECH, O.), New Waterford, O. (AMERITECH, O.)

Ebensburg Carrolltown, Ebensburg, Colver (ALLTEL), Nanty-Glo (VERIZON NORTH INC.), Cresson, Johnstown (VERIZON NORTH INC.)

Eldred Bradford, Port Allegheny, Duke Center (Armstrong North), Rew, Smethport, Eldred

Elizabeth Clairton, Monongahela, Donora, Pitb. Subn. Zone 10, Elizabeth, Pitb. Subn. Zone 11

Local:

Extended All stations included in Local Area preceding plus - Finleyville, West Newton, Pitb. Subn. Zone 12

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Ellwood City Beaver Falls, Wampum, Ellwood City, Zelmanople, New Castle, Portersville (Sprint)

Elysburg Catawissa, Mt. Carmel, Danville, Numidia, Elysburg, Shamokin, Kulpmont, Sunbury

Endeavor Endeavor, Tionesta, Tidioute

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Exton	Chester Springs, Lenape, Coatesville, Mortonville, Downingtown, Phila. Subn. Zone 28, Eagle, Pughtown, Exton, West Chester, Glenmoore, Westtown
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Fairchance	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
Farmington	Farmington, Uniontown
Fayette City	Belle Vernon, Fayette City, California, Monessen, Charleroi, Perryopolis
Finleyville	Finleyville, Pitb. Subn. Zone 11, McMurray, Pitb. Subn. Zone 12, Monongahela
Local:	
Extended Area	All stations included in Local Area preceding plus - Clairton, Pitb. Subn. Zone 10, Elizabeth
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Fleetwood	Fleetwood, Reading, Kutztown, Topton (Conestoga Tel.), Leesport (Commonwealth Tel.), Oley (Conestoga Tel.)
Frackville	Ashland, Minersville, Frackville, Pottsville, Girardville, Saint Clair, Mahanoy City, Shenandoah
Freeland	Freeland, Weatherly, Hazleton, White Haven, McAdoo
Frenchville	Clearfield, Snow Shoe, Frenchville, Winburne, Philipsburg
Galeton	Galeton
Girardville	Ashland, Mahanoy City, Frackville, Shenandoah, Girardville
Glen Campbell	Barnesboro, Glen Campbell, Cherry Tree
Glenmoore	Chester Springs, Glenmoore, Coatsville, Honey Brook, Downingtown, Morgantown (Conestoga Tel.), Eagle, Exton, Green Hills (Conestoga Tel.), Parkesburg, Pughtown, West Chester

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Glenwillard Aliquippa, Pitb. Subn. Zone 15, Ambridge, Pitb. Subn. Zone 16, Glenwillard

Local:

Metropolitan Area All Stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Green Lane Center Point, Collegeville, Quakertown, Green Lane, Schwenksville, Harleysville, Souderton, Lansdale, Sassamansville (Conestoga Tel.) Pennsburg, Perkasio

Greensburg Delmont (ALLTEL), Latrobe, Greensburg, New Alexandria (ALLTEL), Herminie, Youngwood, Jeannette, Kecksburg (Citizens Tel.)

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.

Greenville Greenville, Transfer (Pymatuning Ind. Tel.), Sharpsville, Sheakleyville (ALLTEL)

Grove City Blacktown (Sprint), Mercer, Wesley (VERIZON NORTH INC.), Grove City, Harrisville (Sprint)

Halifax Dauphin, Harrisburg Zone 1, Elizabethville (Commonwealth Tel.), Millersburg (Commonwealth Tel.), Halifax

Hamburg Hamburg, Leesport (Commonwealth Tel.), Kempton (VERIZON NORTH INC.), Reading

Hamlin Hamlin, Olyphant, Lake Ariel, Scranton, Moscow, Wallenpaupack, Newfoundland

Harleysville Center Point, North Wales, Collegeville, Perkasio, Green Lane, Phila. Subn. Zone 30, Harleysville, Schwenksville, Lansdale, Souderton, Line Lexington

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Harrisburg Dauphin, Marysville (Sprint/United), Halifax, Harrisburg Zone 1, Mechanicsburg, Zone 1 Harrisburg Zone 2, Middletown, Hershey (VERIZON NORTH INC.), Shellsville (VERIZON NORTH INC.), Hummelstown, Lewisberry (Commonwealth Tel.) Zone 2, Harrisburg Zone 1, Hummelstown, Harrisburg Zone 2, Middletown, Hershey (VERIZON NORTH INC.)

Hastings Barnesboro, Hastings, Carrolltown, Patton

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Hawley	Hawley, Newfoundland, Honesdale, Wallenpaupack, Lords Valley
Hazleton	Conyngham-Drums (Commonwealth Tel.), Nuremburg (Commonwealth Tel.), Freeland, Weatherly, Hazleton, White Haven, McAdoo
Hellertown	Allentown, Hellertown, Bethlehem, Riegelsville, Catasauqua, Springtown, Easton
Herminie	Greensburg, Jeannette, Herminie, Pitb. Subn. Zone 23
Local:	
Extended Area	All stations included in Local Area preceding plus - Pitb. Subn. Zone 10, Youngwood, West Newton
Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Hollidaysburg	Altoona, Hollidaysburg, Cresson
Homer City	Black Lick, Homer City, Blairsville, Indiana
Honesdale	Beach Lake (VERIZON NORTH INC.), Pleasant Mount (NE PA Tel.), Galilee (VERIZON NORTH INC.), Hawley, South Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack, Lords Valley, Waymart (So. Canaan Tel.)
Honey Brook	Coatesville, Honey Brook, Downingtown, Morgantown (Conestoga Tel.), Glenmoore, Green Hills (Conestoga Tel.), Parkesburg
Hookstown	Aliquippa, Hookstown, Beaver Falls, Midland, Chester, WV (Bell Atl.), Rochester, Smiths Ferry, East Liverpool, O. (AMERITECH, O.)
Houtzdale	Clearfield, Philipsburg, Houtzdale, Osceola Mills
Hummelstown	Harrisburg Zone 1, Palmyra, Harrisburg Zone 2, Shellsville (VERIZON NORTH INC.), Hershey (VERIZON NORTH INC.), Hummelstown, Middletown
Huntingdon	Alexandria, McConnellstown (Sprint/United), Huntingdon, Marklesburg (Sprint Tel.), Mount Union

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Imperial	Imperial, Oakdale, McDonald, Pitb. Subn. Zone 14, Murdocksville (Armstrong), Pitb. Subn. Zone 15
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Local:

Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
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Indiana	Black Lick, Homer City, Blairsville, Indiana, Clymer, Marion Center, Elderton (ALLTEL), Parkwood
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Jeannette	Greensburg, Herminie, Harrison City (ALLTEL), Jeannette, Pitb. Subn. Zone 23
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Local:

Metropolitan	All stations included in Local Area preceding plus the Area Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
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Jermyn	Carbondale, Jermyn, Chapman Lake (VERIZON NORTH INC.), Olyphant, Scranton
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Jersey Shore	Avis, Williamsport, Jersey Shore, Woolrich, Lock Haven, Oval (PA Tel.)
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Jim Thorpe	Jim Thorpe, Weatherly, Lehighton, White Haven, Nesquehoning
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Kane	Kane, Mount Jewett, Ludlow
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Kemblesville	Avondale, Unionville, Kemblesville, West Grove, Kennett Square, Hockessin, DE (Verizon), Landenburg, Mendenhall, Newark, DE (Verizon), Oxford
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Kennett Square	Avondale, Unionville, Coatesville, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Mortonville
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Local:

Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.
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Kingston	Center Moreland, Mountaintop (Commonwealth Tel.), Nanticoke, Pittston, Dallas (Commonwealth Tel.), Plymouth, Trucksville (Commonwealth Tel.), Harveys Lake (Commonwealth Tel.), Wilkes-Barre, Kingston, Wyoming
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Kulpmont	Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont
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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Kutztown	Allentown, Kutztown, Fleetwood, Reading, Kempton (VERIZON NORTH INC.), Topton (Conestoga Tel.)
Lake Ariel	Hamlin, South Canaan (So. Canaan Tel.), Honesdale, Lake Ariel, Wallenpaupack, Newfoundland, Waymart (So. Canaan Tel.), Olyphant, Scranton
Lake Como	Lake Como
Lancaster	Intercourse (Frontier Comm.), Millersville, Mount Joy (Sprint/United), Lancaster, Landisville, Mountville (Sprint/United), Leola (Frontier Comm.), New Holland (Frontier Comm.), Lititz (Denver & Ephrata Tel.), Quarryville (Commonwealth Tel.), Manheim (Denver & Ephrata Tel.), Rawlinsville (Commonwealth Tel.), Strasburg
Landenberg	Avondale, West Grove, Kemblesville, Westtown, Kennett Square, Hockessin, DE (Verizon), Landenberg, Lenape, Newark, DE (Verizon), Mendenhall, Oxford, Wilmington, DE (Verizon), Unionville, West Chester
Landisville	Lancaster, Millersville, Landisville, Mount Joy (Sprint/United), Lititz (Denver & Ephrata Tel.), Mountville (Sprint/United), Manheim (Denver & Ephrata Tel. Co.), Strasburg
Lansdale	Center Point, Line Lexington, Harleysville, North Wales, Lansdale, Souderton
Local:	
Extended Area	All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 33, Doylestown, Phila. Subn. Zone 38, Dublin, Phila. Subn. Zone 39, Green Lane, Phila. Subn. Zone 45, Perkasio, Schwenksville, Phila. Subn. Zone 30
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Latrobe	Blairsville, Latrobe, Derry, Ligonier, Greensburg, New Alexandria (ALLTEL), Kecksburg (Citizens Tel.)
Lebanon	Annville, Myerstown (VERIZON NORTH INC.), Frystown (VERIZON NORTH INC.), Palmyra, Hershey (VERIZON NORTH INC.), Schaefferstown (VERIZON NORTH INC.), Jonestown (VERIZON NORTH INC.), Lebanon, Mt. Gretna
Leeper	Clarion, Marienville, Leeper

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Lehighton	Jim Thorpe, Nesquehoning, Lehighton, Palmerton (Pamleron Tel. Co.)
Lenape	Avondale, Mortonville, Coatesville, Phila. Subn. Zone 10, Downingtown, Phila. Subn. Zone 28, Exton, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown, Mendenhall
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Lewistown	Belleville (Sprint/United), Port Royal (Sprint/United), Lewistown, Reedsville (Sprint Tel.), McVeytown, Mifflintown (Sprint/United)
Ligonier	Latrobe, Stahlstown (Laurel Highland Tel.), Ligonier
Line Lexington	Doylestown, North Wales, Dublin, Perkasie, Harleysville, Phila. Subn. Zone 45, Lansdale, Souderton, Line Lexington
Local:	
Extended Area	All stations included in Local Area preceding plus - Buckingham, Phila. Subn. Zone 39, Phila. Subn. Zone 33, Plumsteadville, Phila. Subn. Zone 38
Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Lock Haven	Avis, Lock Haven, Beech Creek (Sprint/United), Mill Hall (Sprint/United), Jersey Shore, Woolrich
Lords Valley	Bushkill, Mount Pocono, Cresco, Newfoundland, Hawley, Stroudsburg, Honesdale, Wallenpaupack, Lords Valley
Lowellville	Bessemer, New Castle, Hubbard, O. (AMERITECH, O.), North Lima, O. (AMERITECH, O.), Lowellville, Youngstown, O. (AMERITECH, O.), Lowellville, O. (AMERITECH, O.)
Ludlow	Kane, Ludlow
Mahaffey	Mahaffey, Curwensville

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Mahanoy City	Frackville, Mahanoy City, Girardville, Shenandoah, Lakewood (Frontier Comm.), Tamaqua
Marchand	Marchand, Punxsutawney
Marienville	Leeper, Marienville
Marion Center	Indiana, Marion Center
Masontown	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
McAdoo	Freeland, Tamaqua, Hazleton, Weatherly, McAdoo
McClellandtown	Fairchance, Smithfield, Masontown, Uniontown, McClellandtown
McDonald	Burgettstown, Midway (ALLTEL), Canonsburg, Oakdale, Imperial, Pitb. Subn. Zone 13, McDonald

Local:

Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
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McMurray	Canonsburg, Pitb. Subn. Zone 12, Finleyville, Pitb. Subn. Zone 13, McMurray
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Local:

Extended Area	All stations included in Local Area preceding plus the Washington exchange.
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Metropolitan Area	All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
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McVeytown	Lewistown, McVeytown
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Mechanicsburg	Dillsburg (VERIZON NORTH INC.), Lewisberry (Commonwealth Tel.), Harrisburg Zone 1, Mechanicsburg
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Mendenhall	Avondale, West Chester, Kemblesville, West Grove, Kennett Square, Westtown, Landenberg, Hockessin, DE (Verizon), Lenape, Mendenhall, Wilmington, DE (Verizon), Phila. Subn. Zone 10, Unionville
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Local:

Metropolitan Area	All Stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Mercer	Blacktown (Sprint/United), Mercer, Sharon, Fredonia (ALLTEL Pa.), Sharpsville, Wesley (VERIZON NORTH INC.), Grove City
Middletown	Elizabethtown (Sprint/United), Hershey (VERIZON NORTH INC.), Hummelstown, Harrisburg Zone 1 , Middletown, Harrisburg Zone 2
Midland	Beaver Falls, Rochester, Hookstown, Smiths Ferry, Midland
Millersville	Lancaster, Mountville (Sprint/United), Landisville, Millersville, Strasburg
Millheim	Centre Hall, Spring Mills, Millheim, Bellefonte, Boalsburg, State College
Millville	Bloomsburg, Washingtonville, Millville
Milton	Lewisburg (Buffalo Valley Tel.), Northumberland, Sunbury, Mifflinburg (Buffalo Valley Tel.), Washingtonville, Watsontown (ALLTEL), Milton
Minersville	Frackville, Saint Clair, Minersville, Schuylkill Haven, New Philadelphia, Tremont (Commonwealth Tel.), Orwigsburg, Pottsville
Monessen	Belle Vernon, Fayette City, Charleroi, Monessen, Donora, Monongahela
Monongahela	Belle Vernon, Finleyville, Charleroi, Monessen, Donora, Monongahela, Elizabeth
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.
Moosic	Moosic, Taylor, Pittston, Wyoming, Scranton
Morrisville	Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville, Trenton, NJ (Verizon), Newtown, Phila. Subn. Zone 42, Yardley
Metropolitan Area	All Stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Mortonville Avondale, Mortonville, Coatesville, Parkesburg, Downingtown, Unionville, Exton, West Chester, Kennett Square, West Grove, Lenape, Westtown

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Moscow Hamlin, Scranton, Moscow, Wallenpaupack, Newfoundland

Mountaintop Kingston, Nuangola (Commonwealth Tel.), Mountaintop, Nanticoke, Plymouth Wilkes-Barre

Mount Carmel Ashland, Mount Carmel, Elysburg, Shamokin, Kulpmont

Mount Gretna Annville, Mount Gretna, Lebanon, Palmyra

Mount Jewett Bradford, Mount Jewett, Kane

Mount Pleasant Connellsville, Mount Pleasant, Greensburg, Scottdale, Kecksburg (Citizens Tel.), Youngwood

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.

Mount Pocono Cresco, Newfoundland, Lords Valley, Stroudsburg, Mount Pocono

Mount Union Huntingdon, Mount Union, McConnellstown (Sprint/United)

Nanticoke Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke, Nuangola (Commonwealth Tel.)

Nazareth Allentown, Catasauqua, Bath, Easton, Bethlehem, Nazareth

Nesquehoning Jim Thorpe, Lehighon, Lansford (ALLTEL), Nesquehoning

New Castle Bessemer, Plain Grove (Sprint/United), Ellwood City, New Bedford (VERIZON NORTH INC.), Princeton (VERIZON NORTH INC. No.), New Castle, Volant (Sprint/United), New Wilmington (VERIZON NORTH INC.), Wampum

New Florence Bolivar, New Florence, Johnstown (VERIZON NORTH INC.)

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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Newfoundland Cresco, Moscow, Hamlin, Mount Pocono, Hawley, Newfoundland, Lake Ariel, Wallenpaupack, Lords Valley

New Hope Buckingham, New Hope, Carversville, Newtown, Doylestown, Plumsteadville, Lambertville, NJ (Verizon), Wycombe, Yardley

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

New Kensington New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

New Philadelphia Minersville, Saint Clair, New Philadelphia, Schuylkill Haven, Orwigsburg, Tamaqua, Pottsville

New Salem Brownsville, Republic, New Salem, Uniontown

Newtown Newtown, Wycombe, Phila. Subn. Zone 40, Yardley, Phila. Subn. Zone 43

Local:

Extended Area All stations included in Local Area preceding plus - Buckingham Phila. Subn. Zone 38, Doylestown, Phila. Subn. Zone 39, Morrisville, Phila. Subn. Zone 42, New Hope, Phila. Subn. Zone 44, Phila. Subn. Zone 37, Phila. Subn. Zone 45

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Northampton Allentown, Ironton (Ironton Tel.), Bath, Bethlehem, Northampton, Catasauqua, Slatington

Northumberland Danville, Northumberland, Milton, Sunbury

North Wales Center Point, North Wales, Harleysville, Phila. Subn. Zone 30, Lansdale, Phila. Subn. Zone 33, Line Lexington, Souderton

Local:

Extended Area All stations included in Local Area preceding plus - Collegeville, Phila. Subn. Zone 34, Doylestown, Phila. Subn. Zone 38, Phila. Subn. Zone 31, Phila. Subn. Zone 39, Phila. Subn. Zone 32, Phila. Subn. Zone 45

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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Metropolitan Area	All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.
Numidia	Bloomsburg, Elysburg, Catawissa, Numidia
Oakdale	Imperial, Pitb. Subn. Zone 13, McDonald, Pitb. Subn. Zone 14, Oakdale
Local:	
Metropolitan Area	All stations included in Local Area Preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Olyphant	Carbondale, Lake Ariel, Chapman Lake (VERIZON NORTH INC.), Olyphant, Hamlin, Scranton, Jermyrn, Taylor
Orwigsburg	Auburn (VERIZON NORTH INC.), Orwigsburg, Minersville, Pottsville, New Philadelphia, Saint Clair, Schuylkill Haven
Osceola Mills	Clearfield, Philipsburg, Houtzdale, Osceola Mills
Oxford	Avondale, Landenberg, Kemblesville, Oxford, Kirkwood (Commonwealth Tel.), West Grove
Palmyra	Annville, Lebanon, Harrisburg Zone 1, Mount Gretna, Hershey (VERIZON NORTH INC.), Palmyra, Hummelstown
Paris	Burgettstown, Weirton, WV (Verizon), Paris
Parkesburg	Atglen (Commonwealth Tel.), Glenmoore, Honey Brook, Coatesville, Mortonville, Gap (Commonwealth Tel.), Parkesburg, West Grove
Parkwood	Indiana, Parkwood
Patton	Altoona, Barnesboro, Hastings, Carrolltown, Patton
Pennsburg	Bally (Conestoga Tel.), Quakertown, Sassamansville (Conestoga Tel.), Green Lane, Pennsburg, Perkasio, Souderton

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Perkasie Bedminster, Pennsburg, Doylestown, Perkasie, Dublin, Plumsteadville, Green Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton, Line Lexington

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Perryopolis Belle Vernon, Fayette City, Dawson, Perryopolis, Uniontown

Local:

Metropolitan Area All stations in Local Area preceding plus the Pittsburgh Exchange and all other Plus Zones of the Pittsburgh Suburban Exchange.

Philipsburg Clearfield, Osceola Mills, Frenchville, Philipsburg, Houtzdale, Winburne

Phoenixville Chester Springs, Phila. Subn. Zone 29, Collegeville, Phoenixville, Eagle, Pughtown, Phila. Subn. Zone 28, Royersford

Local:

Extended Area All stations included in Local Area preceding plus - Center Point , Phila. Subn. Zone 30, Phila. Subn. Zone 26, Pottstown

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Plus Exchange and all other Zones of the Philadelphia Suburban Exchange.

Pittston Harding (Commonwealth Tel.), Scranton, Taylor, Kingston, Wilkes-Barre, Moosic, Wyoming, Pittston

Plumsteadville Bedminster, Line Lexington, Buckingham, New Hope, Carversville, Perkasie, Doylestown, Plumsteadville, Dublin, Quakertown, Ferndale (Commonwealth Tel.)

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Plymouth Kingston, Plymouth, Mountaintop, Wilkes-Barre, Nanticoke

Point Marion Cheat Lake (Verizon), Morgantown, WV (Verizon), Fairchance, Smithfield, Masontown, Uniontown, Point Marion

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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Portage	Cresson, Portage, Ebensburg, Johnston, Southfork
Port Allegany	Eldred, Roulette, Port Allegany, Smethport
Pottstown	Boyersville (Conestoga Tel.), Pughtown, Royersford, Collegeville, Sassamansville (Conestoga Tel.), Douglassville (Conestoga Tel.), Phoenixville, Schwenksville, Pottstown
Pottsville	Auburn (VERIZON NORTH INC.), New Philadelphia, Frackville, Orwigsburg, Friedensburg (VERIZON NORTH INC.), Pottsville, Minersville, Saint Clair, Schuylkill Haven, Tamaqua
Pughtown	Chester Springs, Morgantown (Conestoga Tel.), Downingtown, Eagle, Exton, Phoenixville, Glenmoore, Pottstown, Green Hills (Conestoga Tel.), Pughtown, Royersford
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.
Punxsutawney	Big Run, Punxsutawney, Marchand
Quakertown	Bedminister, Perkasie, Dublin, Plumsteadville, Ferndale (Commonwealth Tel.), Quakertown, Souderton, Green Lane, Springtown, Pennsburg
Reading	Adamstown (Denver & Ephrata Tel.), Oley (Conestoga Tel.), Bernville (VERIZON NORTH INC.), Reading, Birdsboro (Conestoga Tel.), Robesonia (VERIZON NORTH INC.), Topton (Conestoga Tel.), Fleetwood, Green Hills (Conestoga Tel.), Womelsdorf (VERIZON NORTH INC.), Yellow House (Conestoga Tel.), Hamburg, Kutztown, Leesport (Commonwealth Tel.), Morgantown (Conestoga Tel.)
Renovo	Renovo
Republic	Brownsville, Republic, New Salem, Uniontown
Rew	Bradford, Limestone, NY (Verizon), Duke Center (Armstrong No.), Rew, Eldred, Smethport
Reynoldsville	DuBois, Sykesville, Reynoldsville
Riegelsville	Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Phillipsburg, NJ (Verizon), Easton, Ferndale (Commonwealth Tel.), Riegelsville, Springtown, Hellertown, Upper Black Eddy

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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Rochester Aliquippa, Hookstown, Ambridge, Midland, Baden, Rochester, Beaver Falls

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and Plus all other Zones of the Pittsburgh Suburban Exchange.

Roulette Coudersport, Roulette, Port Allegany

Royersford Center Point, Phoenixville, Chester Springs, Pottstown, Collegeville, Pughtown, Eagle, Royersford, Phila. Subn. Zone 29, Schwenksville, Phila. Subn. Zone 30

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Russell Russell, Warren, Sugar Grove, Youngsville

Saint Clair Frackville, Pottsville, Minersville, Saint Clair, New Philadelphia, Schuylkill Haven, Orwigsburg

Saxton Hopewell (Sprint/United), Saxton

Schuylkill Haven Auburn (VERIZON NORTH INC.), New Philadelphia, Friedensburg (VERIZON NORTH INC.), Orwigsburg, Minersville,, Pottsville, Saint Clair, Schuylkill Haven

Schwenksville Center Point, Pottstown, Collegeville, Royersford, Green Lane, Sassamansville (Conestoga Tel.), Harleysville, Lansdale, Perkasie, Schwenksville, Phila. Subn. Zone 30, Souderton

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange Plus and all other Zones of the Philadelphia Suburban Exchange.

Scottdale Connellsville, Mount Pleasant, Dawson, Scottdale

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Scranton Clarks Summit (Commonwealth Tel.), Lake Winola (Commonwealth Tel.), Dalton (Commonwealth Tel.), Moosic, Moscow, Factoryville (Commonwealth Tel.), Olyphant, Pittston, Hamlin, Scranton, Jermyn, Taylor, Lake Ariel, Wyoming

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SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Shamokin	Elysburg, Trevorton (TDS-Mahanoy/Mahantango Tel.), Kulpmont, Mount Carmel, Shamokin, Sunbury
Sharon	Mercer, Sharpsville, Sharon, O. (AMERITECH, O.), Transfer (Pymatuning Ind. Tel.), Sharon, Pa., West Middlesex
Sharpsville	Greenville, Sharpsville, Mercer, Transfer (Pymatuning Ind. Tel.), Sharon, O. (AMERITECH, O.), Sharon, Pa., West Middlesex
Shenandoah	Ashland, Ringtown (Commonwealth Tel.), Frackville, Girardsville, Shenandoah, Mahanoy City
Slatington	Allentown, New Tripoli (VERIZON NORTH INC.), Bath, Northampton, Bethlehem, Slatington, Catasauqua, Ironton (Ironton Tel.)
Smethport	Bradford, Rew, Eldred, Smethport, Port Allegany
Smithfield	Fairchance, Point Marion, Masontown, Smithfield, McClellandtown, Uniontown
Smiths Ferry	Chester, WV. (Verizon), Hookstown, Midland, East Liverpool, O. (AMERITECH, O.), Rochester, Smiths Ferry
Smock	Brownsville, Uniontown, Smock
Snow Shoe	Bellefonte, Snow Shoe, Frenchville
Souderton	Center Point, Line Lexington, Collegeville, North Wales, Doylestown, Pennsburg, Dublin, Perkasio, Green Lane, Quakertown, Harleysville, Schwenksville, Lansdale, Souderton
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Exchange.
Springdale	New Kensington, Springdale, Pitb. Subn. Zone 19, Tarentum, Pitb. Subn. Zone 20
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Spring Mills	Bellefonte, Millheim, Boalsburg, Spring Mills, Centre Hall, State College

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**

<u>Exchange Areas</u>	<u>Local Calling Areas</u>
Springtown	Allentown, Milford, NJ (Verizon), Bethlehem, Catasauqua, Quakertown, Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Upper Black Eddy , Hellertown
State College	Bellefonte, Spring Mills, Boalsburg, State College, Centre Hall, Port Matilda (ALLTEL)
Strasburg	Gap (Commonwealth Tel.), Quarryville (Commonwealth Tel.), Intercourse (Frontier Comm.), Rawlinsville (Commonwealth Tel.), Lancaster, Landisville, Strasburg, Millersville
Stroudsburg	Bushkill, Stroudsburg, Cresco, Stroudsburg, NJ (Verizon), Lords Valley, Mount Pocono, Saylorsburg (Commonwealth Tel.)
Sugar Grove	Russell, Warren, Sugar Grove, Youngsville
Sunbury	Danville, Selinsgrove (VERIZON NORTH INC.), Elysburg, Shamokin, Milton, Sunbury, Northumberland
Sykesville	DuBois, Reynoldsville, Luthersburg (ALLTEL), Sykesville
Tamaqua	Lakewood (Frontier Comm.), McAdoo, Lansford (ALLTEL), New Philadelphia, Mahanoy City, Pottsville, Tamaqua
Tarentum	New Kensington, Springdale, Pitb. Subn. Zone 20, Tarentum
Local:	
Metropolitan Area	All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.
Taylor	Moosic, Scranton, Olyphant, Taylor, Pittston, Wyoming
Tidioute	Endeavor, Tionesta, Tidioute, Warren
Tionesta	Endeavor, Tionesta, Tidioute
Tyrone	Altoona, Warriors Mark (ALLTEL), Bellwood, Tyrone
Ulysses	Coudersport, Ulysses
Uniontown	Brownsville, New Salem, Connellsville, Point Marion, Fairchance, Republic, Farmington, Smithfield, Masontown, Smock, McClellandtown, Uniontown

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Unionville Avondale, Mendenhall, Coatesville, Mortonville, Kemblesville, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Upper Black Eddy Easton, Riegelsville, Ferndale (Commonwealth Tel.), Springtown, Uhlerstown (Commonwealth Tel.), Frenchtown, NJ (Verizon), Upper Black Eddy, Milford, NJ (Verizon)

Wallenpaupack Hamlin, Lords Valley, Hawley, Moscow, Honesdale, Newfoundland, Lake Ariel, Wallenpaupack

Wampum Beaver Falls, New Castle, Ellwood City, Wampum

Warren Russell, Tidioute, Sheffield (ALLTEL), Warren, Sugar Grove, Youngsville

Washington Avella, McMurray, Buffalo (VERIZON NORTH INC.), Taylorstown (VERIZON NORTH INC.), Canonsburg, Washington, Claysville, West Alexander, Hickory (Hickory Tel.)

Local:

Metropolitan Area All stations included in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Washingtonville Bloomsburg, Turbotville (ALLTEL), Danville, Washingtonville, Millville, Milton

Weatherly Freeland, McAdoo, Hazleton, Weatherly, Jim Thorpe, White Haven

West Alexander Claysville, West Alexander, Washington

West Chester Downingtown, Mortonville, Exton, Phila. Subn. Zone 28, Lenape, West Chester, Mendenhall, Westtown

Local:

Extended Area All Stations included in Local Area preceding plus -Avondale, Phila. Subn. Zone 10, Chester Springs, Phila. Subn. Zone 11, Coatesville, Phila. Subn. Zone 12, Eagle, Phila. Subn. Zone 22, Kennett Square, Unionville, Landenberg, West Grove

Metropolitan Area All Stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

West Grove Avondale, Oxford, Coatesville, Parkesburg, Kemblesville, Unionville, Kennett Square, West Chester, Landenberg, West Grove, Lenape, Westtown, Mendenhall, Hockessin, DE (Verizon), Mortonville

West Middlesex Sharon, Pa., Sharpsville, Sharon, O. (AMERITECH, O.), West Middlesex

West Newton Belle Vernon, Yukon (Yukon-Waltz Tel.), West Newton

Local:

Extended Area All stations included in Local Area preceding plus - Donora, Mount Pleasant, Elizabeth, Perryopolis, Herminie, Pitb. Subn. Zone 10, Monessen, Scottdale

Metropolitan Area All stations included in Extended Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Westtown Lenape, West Chester, Phila. Subn. Zone 10, Westtown, Mendenhall

Local:

Extended Area All stations included in Local Area preceding plus - Avondale, Phila. Subn. Zone 11, Coatesville, Phila. Subn. Zone 12, Downingtown, Phila. Subn. Zone 22, Exton, Phila. Subn. Zone 28, Kennett Square, Unionville, Landenberg, West Grove, Mortonville

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

White Haven Freeland, Weatherly, Hazleton, White Haven, Jim Thorpe

Wilkes-Barre Center Moreland (Commonwealth Tel.), Nuangola (Commonwealth Tel.), Dallas (Commonwealth Tel.), Pittston, Plymouth, Harveys Lake (Commonwealth Tel.), Trucksville (Commonwealth Tel.), Kingston, Mountaintop, Wilkes-Barre, Nanticoke, Wyoming

Williamsport Jersey Shore, Trout Run (VERIZON NORTH INC.), Loyalsock (VERIZON NORTH INC.), Williamsport, Oval (PA Tel.)

Winburne Clearfield, Philipsburg, Frenchville, Winburne

Woolrich Avis, Lock Haven, Jersey Shore, Woolrich

SECTION 10.0 - EXCHANGE AREAS**10.2 Exchange Areas and Local Calling Areas (Continued)**Exchange AreasLocal Calling Areas

Wycombe Buckingham, Phila. Subn. Zone 40, Doylestown, Phila. Subn. Zone 45, New Hope, Wycombe, Newtown

Local:

Extended Area All stations included in Local Area preceding plus - Carversville Phila. Subn. Zone 39, Morrisville, Phila. Subn. Zone 43, Phila. Subn. Zone 37, Phila. Subn. Zone 44, Phila. Subn. Zone 38, Yardley

Metropolitan Area All stations included in Extended Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Wyoming Kingston, Taylor, Moosic, Wilkes-Barre, Pittston, Wyoming, Scranton

Yardley Ewing, NJ (Verizon), Phila. Subn. Zone 43, Phila. Subn. Zone 44, Morrisville, Trenton, NJ (Verizon), New Hope, Newtown, Wycombe, Phila. Subn. Zone 42, Yardley

Local:

Metropolitan Area All stations included in Local Area preceding plus the Philadelphia Exchange and all other Zones of the Philadelphia Suburban Exchange.

Youngsville Russell, Warren, Sugar Grove, Youngsville

Youngwood Greensburg, Youngwood, Mount Pleasant

Local:

Metropolitan Area All stations in Local Area preceding plus the Pittsburgh Exchange and all other Zones of the Pittsburgh Suburban Exchange.

Zelienople Beaver Falls, Evans City (Sprint/United), Criders Corners (North Pitts. Tel.), Zelienople, Ellwood City

SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Toll Presubscription**

- A. Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.
- C. Presubscription Charge Application
1. End user choices for toll presubscription:
 - Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.
 2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Toll Presubscription (Continued)**

3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in G.2 following. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

If an unauthorized change in intraLATA and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed IXC is the same carrier for intraLATA and interLATA presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the IXC will be assessed the applicable charges for returning the end user to the preferred IXC as herein and in the Telephone Company's corresponding F.C.C. Tariff.

D. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
 - When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
 - If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Toll Presubscription (Continued)**

2. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

E. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days' notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Toll Presubscription (Continued)**

F. Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Section 11.0(C)(1), for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 – TELEPHONE MESSAGE SERVICES**12.1 Telephone Message Services:**

12.1.1 Notice: Any telephone message service that provides a commercial, informational, public service or other message for a specific charge billed to the caller by a local phone company, prior to the presentation of the message, shall warn the caller that the cost of the call will be charged and that the charge will be itemized on the caller's telephone bill. In the event the message requested contains explicit sexual material, the warning preceding the message shall also inform the caller the message contains explicit sexual material.

12.1.2 Intrastate Services: Before any call can be completed to a telephone message service containing explicit sexual material, the caller shall have first obtained an access code number or other personal identification number consisting of not less than nine digits from the telephone message service through written application to the telephone message service. This access code number or personal identification number must be presented to the telephone message service after the warning message and in order to complete the call.

12.1.3 Dissemination to Minors: Access codes or personal identification numbers obtained to complete calls containing explicit sexual material as defined in 18 Pa.C.S. §5903 (relating to obscene and other sexual materials) shall not be issued to a minor. Telephone message services shall exercise all reasonable methods to ascertain that the applicant is not a minor.

12.1.4 Telephone Company Duties: Every local telephone company and competitive interexchange telephone service shall list all telephone message service calls on the customer telephone bill and shall designate the type or title of message obtained. In addition, the telephone company shall provide, upon request, at no cost to the consumer, the name and address of any telephone service provider. All telephone companies shall include in their telephone message service tariffs, whether provided through the 976 exchange or otherwise, or in any contract with such telephone message service sponsor, a clause requiring compliance with this section as a condition for continuation of the service.

12.1.5 Costs of Service:

(A) All costs relating to this section shall be borne solely by the telephone message service.

(B) All telephone message services shall provide, in writing, to all telephone companies and competitive interexchange telephone companies providing service in this Commonwealth, their complete telephone number or numbers, including area codes and type or title of service provided. This information shall be provided at the time of newly established service, change in service and annually.

SECTION 12.0 – TELEPHONE MESSAGE SERVICES**12.1 Telephone Message Services (Cont'd.)**

12.1.6 Blocking Access: Every telephone company shall, except to the extent that written authorization is required by a customer for availability of access to all or certain types of telephone message services, provide to customers the option of having access to such telephone message services blocked. The telephone company may not charge the customer any fee or other cost for blocking access to availability of telephone message services unless such telephone company has already provided such blocking to the customer without fee.

12.1.7 Enforcement:

- (A) The Commission shall promulgate rules or regulations to ensure the compliance of telephone companies providing messages covered by this section.
- (B) The failure of a telephone company to comply with this section shall be a violation of this section and the telephone company shall be subject to enforcement proceedings pursuant to Section 502 (relating to enforcement proceedings by Commission).
- (C) Failure of a telephone message service to comply with this section shall be a violation of the act of December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, and 18 Pa.C.S. Ch. 39 (relating to theft and related offenses).

12.2 Dissemination of Telephone Numbers and Other Identifying Information:

12.2.1 General Rule: Notwithstanding any other provision of law, but subject to the provisions of this title, any telephone call identification service offered in this Commonwealth by a public utility or by any other person, partnership, association or corporation that makes use of the facilities of a public utility shall be lawful if it allows a caller to withhold display of the caller's telephone number and other identifying information on both a per-call and per-line basis from the telephone instrument of the individual receiving the telephone call.

12.2.2 Charge Prohibited: There shall be no charge to the caller who requests that the caller's telephone number and other identifying information be withheld on a per-call basis. This service shall provide to the calling party only the ability to selectively unblock at no charge on a per-call basis a blocked line using a means which differs from the means to activate per-call blocking. Per-line blocking will be free for the first instance. Tariffed rates will apply in the case where a customer subscribes to per-line blocking, cancels per-line blocking, and requests reinstatement of per-line blocking. Per-line blocking is transferable to a new location for the same customer. Tariff rates will not apply to victims of domestic violence receiving services from a domestic violence program or protected by a court order; or to social welfare agencies such as a women's shelters, health and counseling centers, public service hotlines and their staffs. In addition to preventing the transfer of caller identification information, per-call and per-line blocking provide to automatically prevent the completion of telephone calls to customers who do not wish to receive calls from callers that withhold their telephone number or other identifying information.

SECTION 12.0 – TELEPHONE MESSAGE SERVICES**12.2 Dissemination of Telephone Numbers and Other Identifying Information (Cont'd.)****12.2.2 Charge Prohibited (Cont'd.)**

telephone service. The commission shall also direct that, as soon as practicable, any public utility or any other person, partnership, association or corporation that makes use of the facilities of a public utility which provides this service shall also provide to the calling party only the ability to selectively unblock at no charge on a per-call basis a blocked line using a means which differs from the means to activate per-call blocking. The commission, in the interest of balancing respective privacy interests, shall also permit a tariffed service that automatically prevents the completion of telephone calls to customers who do not wish to receive calls from callers that withhold their telephone number or other identifying information, the terms and conditions of such a tariff shall be subject to commission approval.

12.2.3 Notice: A public utility offering a call identification service shall notify its subscribers that their calls may be identified to a called party at least 60 days before the service is offered and shall clearly advise its subscribers of their ability to withhold their telephone number and other identifying information on both a per-call and a per-line basis. The form of the required notices must be approved by the commission.

12.2.4 Exceptions: Notwithstanding any other provision of law, but subject to the provisions of this title, provision of any of the following caller identification services shall be lawful even if the caller cannot withhold display of the caller's telephone number and other identifying information from the instrument of the individual receiving the telephone call:

- (A) An identification services which is used within the same limited system, including a Centrex or private branch exchange (PBX) system, as the recipient telephone.
- (B) An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number 911.
- (C) An identification service provided in connection with any "800" or "900" access code telephone service until the public utility develops the technical capability to comply with subsection (a), as determined by the commission. Until such capacity is developed, telephone subscribers shall be notified annually by the public utility that use of an "800" or "900" number may result in the disclosure of the subscriber's telephone number or other identifying information to the called party.
- (D) An identification service for which the identification information is a necessary component of the communication being conveyed and for which, without such information, the called party would not reasonably be able to act upon or otherwise use the other portions of the communication. This exception is intended to cover services, such as health alert, home monitoring and other similar telemetry services.

SECTION 13.0 - RESERVED FOR FUTURE USE

13.1 [Reserved for Future Use]

Issued: July 26, 2005
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: August 1, 2005

SECTION 14.0 - PROMOTIONAL OFFERINGS / CONTRACTS & ICB**14.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Customers will be notified of promotions via bill inserts and advertising campaigns. Requests for promotional offerings will be presented to the Commission on one (1) day notice for its review and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

14.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.