

REGULATIONS AND SCHEDULE OF CHARGES

Applicable to

COMPETITIVE LOCAL EXCHANGE CARRIER SERVICES

Provided by

Hotwire Communications, Ltd.

P.O. Box 298

Wynnewood, PA 19096

Phone: (610) 642-8570

In

The Commonwealth of Pennsylvania

In

The territories serviced by Verizon Pennsylvania Inc. and Sprint/United Telephone Company of Pennsylvania

Issued: April 4, 2005

Effective: April 5, 2005

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CHECK SHEET

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

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EXPLANATION OF SYMBOLS,
REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- | | |
|-----|--------------------------------|
| (C) | To signify changed regulation. |
| (D) | To signify decreased rate. |
| (I) | To signify increased rate. |

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TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PA PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PA PUC follows in its tariff approval process, the most current sheet number on file with the PA PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

APPLICATION OF TARIFF

This tariff sets forth general rates, terms and conditions applicable to Competitive Local Exchange Carrier Services offered by Hotwire Communications, Ltd., within Pennsylvania.

When services and facilities are provided in part by Hotwire Communications, Ltd and in part by other companies, the regulations of Hotwire Communications, Ltd apply only to that portion of the service or facilities furnished by Hotwire Communications, Ltd.

When services and facilities provided by Hotwire Communications, Ltd are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of Hotwire Communications, Ltd apply only to the use of Hotwire Communications, Ltd.'s services and facilities.

Hotwire may also offer local exchange service via resale of another carrier's services.

Hotwire Communications, Ltd may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time.

All offered services contained herein are subject to available facilities.

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Section 1 – DEFINITIONS

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

Commission: The Pennsylvania Public Utility Commission.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered throughout the Company's exchange areas. Such services may also be offered to the customer via resale of another carrier's services.

Company or Hotwire Communications: Hotwire Communications, Ltd., the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

Dial Tone Line Connection: Dial Tone Line Connection includes, but is not limited to, making or changing connections in a Central Office and making or changing connections in distribution facilities between the Central Office and the Rate Demarcation Point. It also includes the necessary cross connections, line transfers and normal placement of the Network Interface Device (NID) or equivalent.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

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

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment 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 FCC No. 4.

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Section 1 – DEFINITIONS (Cont'd)

Local Exchange Carrier or (“LEC”): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Loop Start: Describes the signaling between the terminal equipment or PBX/ key system interface and the Hotwire Communications switch.

Point of Connection: A Location designated by Hotwire Communications for the connection of Customer Provided wiring and Terminal Equipment to the Hotwire Communications Provided Services.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service that does not conform to standards set forth in the Service Order or 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 Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service 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.

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

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.

User or End User: A Customer, Joint User, or any other person or entity accessing or utilizing the services furnished by the Company to the Customer under this tariff.

Section 2—REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A) The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice transmission between points within the Commonwealth of Pennsylvania. Service is available only to Customers located in the service areas specified in Section 5 of this tariff. Company may offer Services to Customer via its own facilities or via leased or resale of another carrier's services and/or facilities.
- B) Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. 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's 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.

2.1.3 Terms and Conditions

- A) For the purpose of computing charges in this tariff, a month is considered to have 30 days.

Section 2—REGULATIONS (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) A residential Customer who wishes to have service discontinued shall give at least five (5) days oral or written notice to the Company, specifying the date on which it is desired to have service terminated. A business Customer who wishes to have service discontinued shall give at least fifteen (15) days written notice unless otherwise specified in an agreement with the Company. The Customer shall retain responsibility for service and equipment until the day and time on which service is discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and services rendered.
- D) 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 5 days written notice by the Company or 15 days written notice by the business Customer or 5 days notice by the residential customer. 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.
- E) 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.

Section 2—REGULATIONS (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- F) Upon suspension of service, the Company shall provide the Customer with a termination notice detailing the termination date and time and how the Customer may have service restored. The termination notice for residential Customers will include a medical emergency restoration notice explaining how Customers with medical emergencies may delay termination of basic service.
- G) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.
- H) Notwithstanding the provisions of this Section, the Company will comply with the rules and regulations of the Commission.

2.1.4 Liability of the Company

- A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Section 2—REGULATIONS (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company nor to the Company's Customers facilities, telecommunications services or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations that it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless against any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed \$1000 or sums actually paid the Company by the Customer for the specific services giving rise to the claim, whichever is less. No action or proceeding against the Company shall be commenced more than three years after the service is rendered.

Section 2—REGULATIONS (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H) Under no circumstances shall this tariff be construed to make the Company liable to the Customer for any indirect, special, incidental, consequential, or other damages including, but not limited to, harm to business, lost revenues, lost profits, lost savings, or other commercial or economic loss, whether foreseeable or not and regardless of notification of the possibility of such damages.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the 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.

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

Section 2—REGULATIONS (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- B) 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.
- C) 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 the Customer.
- D) 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 it was provided by the Company.
- E) 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.
- F) 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 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.

Section 2—REGULATIONS (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 Ownership of Facilities

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

2.2 Prohibited Uses

- A) 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.
- B) 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 Pennsylvania Public Utility Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) 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—REGULATIONS (Cont'd)

2.2 Prohibited Uses (cont'd)

- E) Residential services offered by the Company shall not be used by persons not eligible to subscribe to residential services under the applicable tariffs of the Company's underlying service providers. The Company may require the Customer to provide adequate proof of its compliance with any applicable eligibility criteria.

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 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 personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication 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 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—REGULATIONS (Cont'd)

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's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which 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-provided 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—REGULATIONS (Cont'd)

2.3.2 Claims

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

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

2.4 Special Applications

2.4.1 Special Assembly

Subject to the agreement of the Company and to all of the regulations contained in this tariff, the Company may arrange, on a reasonable effort basis, for the special assembly of facilities at the request of the Customer. Special assembly is that construction undertaken:

- Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;

Section 2—REGULATIONS (Cont'd)

2.4.1 Special Assembly (cont'd)

- In a quantity greater than that which the Company would normally provide;
- On an expedited basis;
- On a temporary basis until permanent facilities are available;
- Involving abnormal costs; or
- In advance of its normal construction

The Company will file the Special Assembly, including the contract terms, conditions and rates by letter with the Communications Division.

2.4.2 Individual Case Basis Arrangements (ICB's)

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service and rate not offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in the tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

2.5 Customer Equipment and Channels

2.5.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed 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.

Section 2—REGULATIONS (Cont'd)

2.5.2 Station Equipment

- A) Terminal equipment on 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 Point of Connection.
- 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 the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.5.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication 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 that are applicable to such connections.
- C) 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—REGULATIONS (Cont'd)

2.5.3 Interconnection of Facilities (cont'd)

- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an “End User” as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1995 edition).

2.5.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company or its agent may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(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 or its agents 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.

2.6 Payment Arrangements

2.6.1 Payment for Service

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

Section 2—REGULATIONS (Cont'd)

2.6.1 Interconnection of Facilities (cont'd)

- B) In addition, the Customer is responsible for payment of any sales, use, gross receipts, gross revenues, excise, access, universal service or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) including the Federal Subscriber Line Charge (SLC) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

- A) 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 of Chapter 64 will prevail.
- B) Non-recurring charges are due and payable from the Customer within 20 days after the mail date on the bill, unless otherwise agreed to in advance.
- C) 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 20 days after the mail date in the bill. When billing is based on Customer usage, charges will be billed monthly for the proceeding billing periods.
- D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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.

Section 2—REGULATIONS (Cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- F) If any portion of the payment is not received by the Company by the date due, or if any portion of the payment is received by the Company in funds that are not immediately available by that date, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Commission or a late factor of 1.25% per month.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.6.5 following and later restored, restoration of service will be subject to all applicable installation charges.
- I) If the Customer is unable to resolve any billing dispute with the Company, then the Customer may file a complaint with the Bureau of Consumer Services of the Pennsylvania Public Utility Commission. The Bureau address is:

Bureau of Consumer Services
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
Telephone: (800) 782-1110

Section 2—REGULATIONS (Cont'd)

2.6.3 Advance Payments

To safeguard its interests, the Company may require a residential Customer to make an advance payment before temporary service(s) for short term use and/or facilities are furnished. Also, the Company may require a business Customer to make an advance payment before service and/or facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and two months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.6.4 Deposits

- A) The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage.
- B) The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Interest on deposits are payable at the rate of the average of 1-year US Treasury bills for September, October, and November of the previous year.
- C) At the option of the customer making a security deposit, the Company shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the customer has established satisfactory credit during the period.

Section 2—REGULATIONS (Cont'd)

2.6.4 Deposits (cont'd)

- D) When the Company requires a deposit from any residential customer, said customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

2.6.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company, the Company may suspend service by giving 7 days prior written notice to the Customer. In the event payment is not received within 10 days of the suspension of service, the Company may terminate service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 7 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) 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.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability and shall provide notice to Customer.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability and shall provide notice to Customer as set forth by applicable regulations.

Section 2—REGULATIONS (Cont'd)

2.6.5 Discontinuance of Service (cont'd)

- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.5(A) or 2.6.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.6.6 Cancellation of Application for Service

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 incurred by the Company 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 commenced.
- 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 by the Company applies. 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.

Section 2—REGULATIONS (Cont'd)

2.6.6 Cancellation of Application for Service (cont'd)

- D) The special charges described in Sections 2.6.6(A) through 2.6.6(C) will be calculated and applied on a case-by-case basis.

2.6.7 Changes in Service 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.

2.6.8 Disconnection of Services

A Customer may request disconnection of service that is provided under flexible pricing due to a price increase. The Customer must be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of his or her desire to disconnect service within 20 days of receiving notification of the price increase.

2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of the Customer, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

When main service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations provided for in subsection (2).

- A) One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24 hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.

Section 2—REGULATIONS (Cont'd)

2.7.1 Credit for Interruptions (cont'd)

- B) Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.
- C) When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of one-thirtieth of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- D) The allowance described in this Section shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service or where the Company, pursuant to the terms of the contract for service and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company
- E) For the purpose of applying this provision, the word “interruption” shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. “Interruption” does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or while the Company, pursuant to the terms of the tariff, suspends or terminates services because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered unlawful or improper use of the facilities or services, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber’s local call allowance during a given billing period.

Section 2—REGULATIONS (Cont'd)

2.8 Use of Customer's Service by Others

2.8.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to Company's written approval and subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for payment for such services, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.8.2 Joint Use Arrangements

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

2.9 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company termination liability charges, as 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.

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

- a) All unpaid Non-Recurring charges and out-of-pocket expenses reasonably expended by the Company to establish service to the Customer; plus
- b) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

Section 2—REGULATIONS (Cont'd)

2.9 Cancellation of Service (cont'd)

- c) All remaining Recurring Charges specified in the applicable tariff or agreement for the remainder of the specified term, less any mitigated amounts.

2.10 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 any subsidiary, parent company or affiliate of the Company; or
- Pursuant to any sale or transfer of substantially all the assets of the Company; or
- Pursuant to any financing, merger or reorganization of the Company

2.11 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) 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.
- C) 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.
- D) 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.
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Kristin Johnson
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300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 2—REGULATIONS (Cont'd)

2.12 Classification of Customers and Users

- A) The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.
- B) Business rates apply at the following locations, among others:
- In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
 - In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
 - In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.
 - At the customer's request
- C) Residence Rates Apply at the following locations, among others:
- 1) Private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business character are not furnished.
 - 2) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provides that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

Section 2—REGULATIONS (Cont'd)

2.13 Extension of Line Facilities

A) Extensions of line facilities for exchange service will be made, subject to construction charges, under the normal construction programs of the Hotwire Communications to meet the needs of present or future applicants for new permanent telephone exchange service to permanent premises for year round occupancy.

2.14 Temporary Promotional Programs

The Company may make promotional offering of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

2.15 Any portions of this tariff which are inconsistent with 52 Pa. Code will be deemed inoperative.

Section 3—LOCAL EXCHANGE SERVICES

3.1 General

This section covers local exchange telephone services furnished by Hotwire Communications. Local exchange services are provided within limited geographic areas as defined in Section 5. The regulations and charges for these services are in addition to other applicable regulations and charges specified in other tariffs.

3.1.1 Network Interface Device

A) General

Exchange Service rates provide service up to and including the network interface device (NID). The Network Interface Device (NID) permits access to the Company's network. All wiring on the customer's premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair or up grade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the customer premises. IN the event the customer request that the NID be placed in a location selected by the Company, any additional cost to the Company will be charged to the customer. Additionally, the customer shall be responsible for premises wiring, which is not provided by the Company, that is connected to the NID. At the customer's option, the customer may contract with Hotwire Communications or any other vendor to provided additional wiring beyond the NID.

B) Maintenance Visit Charge

Where a NID exists, if the Company is unable to test for Dial Tone and problem proves to be beyond. The NID (within Customer premises), a maintenance charge is applicable.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.2 Description of Services

The following Hotwire Communications Local Service Options are offered:

- Standard Residential/Business Line
- Standard Business Trunk
- Digital Business Line
- Digital Business Trunk
- Primary Rate Interface

3.2.1 Hotwire Communications Local Standard Residential/Business Line Service

The Hotwire Communications Local Standard Line provides a Residential or Business customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Line Service provides a line-side connection to the Hotwire Communications switch, or the Hotwire resold service's switch, for the connection of customer provided wiring and terminal equipment such as station sets, facsimile machines, or key systems. Each Hotwire Communications Local Standard Line has the following characteristics:

Terminal Interface: 2-wire or 4-wire, as specified by the Customer.

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the Customer.

Where available, the Hotwire Communications Local Standard Line optionally may be equipped with Selective Call Screening, which prevents origination of toll calls other than Collect, Calling, and Billed to Third Party Calls.

The Hotwire Communications Local Standard Line service arrangement is based upon a distributed switching architecture. This serving arrangement incorporates a shared transmission facility engineered to a P.01 or better grade of service from the Point of Connection to the centralized switch processor.

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Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.2.2 Hotwire Communications Local Standard Trunk Service

Where available, Hotwire Communications Local Standard Trunk Service provides a trunk-side connection to the Hotwire Communications switch for the connection of customer-provided wiring to the customer's PBX or trunk-capable key system. Each Hotwire Communications Local Standard Trunk Service has the following characteristics:

Terminal Interface: 2-wire or 4-wire, as specified by the Customer

Signaling Type: Ground Start

Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)

Directionality: DID, or DOD, or Two-way, as specified by the Customer (see 4.3.2.2, following, for DID rates)

3.2.3 Hotwire Communications Local Digital Port

Where available, Hotwire Communications Local Digital Ports provide a direct dedicated hardware connection to the centralized switch processor. Digital Ports are provided at the digital DS-1 level and are time division multiplexed into 24 analog, voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

Local Digital Services require a DS-1 transmission link between Company's Primary Distribution Node and the Customer's premises.

Two types of Local Digital Ports are offered:

Digital Line Port
Digital Trunk Port

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.2.3 Hotwire Communications Local Digital Port (cont'd)

A) Digital Line Port Service

Local Digital Line Port Service provides a line-side connection to the switch for the connection of a DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice-grade telephonic communications channels. Customers may employ Company's Digital Line Ports (in conjunction with Customer-provided channel banks or other compatible equipment as needed) in order to connect terminal equipment such as station sets, facsimile machines, or key systems to the Company's switch. Each Local Digital Line Port has the following characteristics:

Terminal Interface: DSX-1 panel.

Each of the 24 analog voice-grade telephonic communications channels has the following characteristics:

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)
or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only,
as specified by the Customer.

B) Digital Trunk Port Service

Local Digital Trunk Port Service provides a trunk-side connection to the Hotwire Communications switch for the connection of a DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice-grade telephonic communications channels. Where available, Customers may employ Digital Trunk Ports (in conjunction with compatible channel banks or similar equipment, as needed) in order to connect PBX or trunk-capable key systems to the Company's switch.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.2.3 Hotwire Communications Local Digital Port (cont'd)

B) Digital Line Port Service (cont'd)

Each Hotwire Communications Local Digital Trunk Port has the following characteristics:

Terminal Interface: DSX-1 panel.

Each of the 24 analog voice-grade telephonic communications channels has the following characteristics:

Signaling Type: Ground Start

Pulse Type: Dual Tone Multi-Frequency (DTMF),
or Dial Pulse (DP), or Multi-Frequency
(MF)

Directionality: DID, or DOD, or Two-way, as specified by
the Customer (see 4.3.2.2, following, for
DID rates)

3.2.4 Hotwire Communications Primary Rate Interface Service

Hotwire Communications Primary Rate Interface, as defined by the International Telephone and Telegraph Consultative Committee (CCITT), divides the 1.544 Mbps T1 Digital Trunk facility into twenty-three 64 Kbps B-channels and one 64 Kbps D-channel. The B-channels carry voice and data at up to 64 Kbps, while the D-channel carries out of band Q.931 signaling for one or more Primary Rate links.

Where available, this service is provided by Hotwire Communications over dedicated T1 trunk facilities and in conjunction with the Digital Port Services, defined in Section 3.2.3. This service enhances the capabilities of the basic T1 digital trunk facility by allowing the user to control the individual channels of the T1 pipe. Channels of the T1 pipe can be used as 24 individual digital trunks each having 64 Kbps bandwidth.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.2.3 Hotwire Communications Primary Rate Interface Service (cont'd)

Hotwire Communications offers the below PRI Service options:

Call-by-Call Service Selection – as an option to the Dedicated B Channel Configuration, B channels may be configured to access multiple services on a per-call basis. The customer premises equipment signals the local central office as to what type of service to access for each call.

Calling Line Identification – calling line identification allows the user to have access to the directory number of the calling party.

3.3 Local Service Area Calling Service Options

The below service options are provided for the line and trunk services described in Section 3.2.

3.3.1 Residential

Philadelphia City Unlimited Metro Plan (Zones 1-4) – For a flat rate usage fee, customers may call within their local calling area (call band 1) and the metropolitan calling area (call bands 2-5) as described in section 5 on an unlimited basis without discrete usage charges

Philadelphia Suburban Unlimited Metro Plan (Zones 10-45) -- For a flat rate usage fee, customers may call within their local calling area and the metropolitan calling area (call bands 2-6) as described in section 5 on an unlimited basis without discrete usage charges

Philadelphia Suburban Unlimited Metro Plan -- For a flat rate usage fee, customers may call within their local calling area and the metropolitan calling area (call bands 2-6) as described in section 5 on an unlimited basis without discrete usage charges

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.3.2 Business

Measured Use Band 1 and Local Usage Plan

For a per call usage fee, customers may call within their local calling area as described in section 5.

Measured Use Bands 2-6 Metropolitan Call Band Usage

For a per minute usage fee, customers within Philadelphia (Zones 1-4) and Philadelphia Suburban (Zones 10-45) may call within the Metropolitan calling area as described in section 5.

3.4 Directory Listings

3.4.1 General

Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

3.4.2 Regulations

- A) Directory Listings are provided in connection with each customer service as specified herein.
- B) The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's services as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.
- C) Listings must conform to the Telephone Company's specifications with respect to its directories.
 - 1) The Telephone Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.4.2 Regulations (cont'd)

- 2) The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Telephone Company, upon notification to the customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.

3.4.3 Primary Listings

- A) One listing, termed the primary listing, is provided without additional charge in connection with each customer service as follows.
- Dial tone lines excluding Interexchange Carrier Coinless Telephone Service. Two or more lines consecutively numbered and arranged for group hunting constitute one customer service.
 - Branch Exchange system.
 - Mobile Telephone Service, per service.
 - Special Reversed Charge Long Distance Service, per area selected.
 - Remote Call Forwarding covering the exchange in which the call forwarding central office is located.
 - Private Toll Stations.
 - Each dependent telephone number associated with a Distinctive Ringing Custom Calling Service.
- B) When the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- C) The primary listing for business service is ordinarily the name of the customer or the name under which a business is regularly conducted.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.4.3 Primary Listings (cont'd)

- D) A residence dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two person who share the same surname and reside at the same address, or for a person known by two first names.

3.4.4 Regular Additional Listings

- A) In connection with business and residence service, regular additional listings are available only in the names of authorized users of the customer's service as specified in the Telephone Company's applicable tariffs.
- B) Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange or extension of an exchange service line installed on premises of the customer, but at an address different from that of the attendant position or main service.
- C) Business additional listings are not permitted in connection with residence service.
- D) Business additional listings may be provided in connection with Mobile Telephone Service and Inward Service of Wide Area Telephone Service (WATS).
- E) When the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- F) The primary listing for business service is ordinarily the name of the customer or the name under which a business is regularly conducted.
- G) A residence dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two person who share the same surname and reside at the same address, or for a person known by two first names.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.4.5 Special Types of Additional Listings

A) Alternate Number Listings

- 1) Alternate number listings refer calling parties to another telephone number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number. If the alternate number is that of another customer's service, the written consent of the other customer must be obtained before the alternate listing is provided.
- 2) Where two or more alternate number listings are furnished under one directive note or caption heading, the rate shall apply to each listing under the note or caption, but no charge applies for the note or caption itself.

B) Duplicate Listings

- 1) In metropolitan area directories, which contain separate alphabetical lists for more than one section of the area, listings in an alphabetical list other than for the area in which the listed service is furnished, shall be considered duplicate listings.
- 2) Where identical listings of the same name involve telephone numbers for different areas of the metropolitan area, such duplicate listings may appear in
- 3) each alphabetical list in which any one of the listings would normally be listed, at no additional charge.

3.4.6 Foreign Listings

Foreign listings are listings in an alphabetical directory of an area other than that from which the listed service is furnished.

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.4.7 Initial Contract Period

- A) The initial contract period for additional listings, where the listing appears in the directory, is the directory period. Each directory period, with the appearance of the listing in the directory, will constitute a separate initial contract period. Listings are automatically included in each directory issues unless notice to the contrary is received from the customer.
- B) Termination charges for additional listings, where the listing appears in the directory, are the charges due to the end of the directory period, except that in the following cases, the termination charges will be only the charges due for the period service has been rendered:
 - 1) The contract for the main service or Joint User Service is terminated.
 - 2) The listed party contracts for service in their own name.
 - 3) The customer or listed party moves to a new location as a result of which the service of the customer is not available to the listed party.
 - 4) The listed party dies.
- C) Telephone Company may publish of its own volition in its directories such notices, instructions, listings and other information pertaining to local or other governmental agencies as are necessary in its judgment to meet the convenience of the public.

3.4.8 Non-published Telephone Service

A Nonpublished Telephone Service will be furnished, at the customer's request providing for the omission or deletion of the customer's telephone listing from the telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth following:

- a. The Telephone Company will not be liable for failure or refusal to complete any call or such telephone when the call is not placed by number;
- b. The Telephone Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged inadvertently; however,

Section 3—LOCAL EXCHANGE SERVICES (Cont'd)

3.4.8 Non-published Telephone Service (cont'd)

- c. When a call is placed to the Universal Emergency Number 911 Service and the source of the call or the location of the emergency is associated with a nonpublished telephone number, the Telephone Company will release the name and address of the calling party and/or the name and address associated with the emergency location, where such information can be determined, to the appropriate local governmental authority responsible for the Universal Emergency Number 911 Service upon request of such governmental authority.
- d. Customers with line side or trunk side access to Telephone Company office switches with an associated seven-digit telephone number for use in originating and receiving communications, as specified in this Company's applicable tariff, may be provided a Directory Listing at the rate specified herein for Regular and Special Types of Additional Listings, Business, for each listing so provided.

Section 4—DIRECTORY ASSISTANCE

4.1 General

The Telephone Company provided Directory Assistance Service whereby customers may request assistance in obtaining telephone listings and numbers.

4.2 Regulations

- a) The rates specified following apply when customers request Telephone company assistance in determining telephone numbers of customers who are located in the same NPA.
- b) A customer is allowed two direct dialed Directory Assistance Service calls per dial tone line per month or fraction thereof, at no charge for residential customers.
- c) Direct dialed Directory Assistance Service calls are calls dialed by the customer and completed without the assistance of a Telephone Company operator. The services of a Telephone Company operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases.
 - 1) To reach the called Directory Assistance Service number where direct dialing facilities are not available.
 - 2) To reach the called Directory Assistance Service number when attempts by the customer to direct dial such a call can not be completed.
 - 3) To only record the originating telephone number where no automatic recording equipment is available.
- d) Call allowances are not transferable between separate accounts of the same customer.
- e) Charges for Directory Assistance Service are not applicable to calls to the Directory Assistance Service attendant placed from hospital services, or to calls the Directory Assistance Service attendant from telephones where the customer, and in the case of residence service where the customer or a member of the customer's household, has been affirmed in writing as unable to use a Telephone Company provided directory because of a visual, physical or reading handicap.

Section 5—LOCAL CALLING SERVICE AREAS

5.1 Metropolitan Calling Area

Philadelphia and Philadelphia Suburban Zones. Calling area maps for each Zone are set forth in Section 8.8 of this Tariff.

Zones 1-4	Philadelphia		
Zone 10	Chester Heights	Zone 32	Flourtown
Zone 11	Chester	Zone 33	Ambler
Zone 12	Media	Zone 34	Cheltenham-Elkins Park -Jenkintown
Zone 13	Swarthmore	Zone 37	Bethayres-Huntington
Zone 14	Darby-Ridley Park Sharon Hill		
Zone 17	Upper Darby	Zone 38	Willow Grove
Zone 21	Havertown-Manoa	Zone 39	Hatboro
Zone 22	Broomall-Newtown Sq.	Zone 40	Featerville-Churchville
Zone 23	Cynwyd-Narberth	Zone 41	Eddington-Cornwells
			Heights
Zone 24	Ardmore	Zone 42	Bristol
Zone 25	Bryn Mawr	Zone 43	Langhorne
Zone 26	Wayne	Zone 44	Levittown
Zone 28	Paoli-Malvern-Berwyn	Zone 45	Warrington
Zone 29	Valley Forge		
Zone 30	Norristown		
Zone 31	Conshohocken		

Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Measured Use Option bands

To	Metro Call Bands Applicable From Philadelphia Suburban Zones																																												
	10	11	12	13	14	17	21	22	23	24	25	26	28	29	30	31	32	33	34	37	38	39	40	41	42	43	44	45																	
Zone 10	1	1	1	2	2	3	3	2	3	3	3	3	3	3	4	3	4	4	4	4	5	5	5	6	5	6	6	6	6																
Zone 11	1	1	1	1	1	2	2	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5	6	5	6	6	6	6																	
Zone 12	1	1	1	1	2	2	2	1	2	2	2	2	2	3	3	3	4	4	4	4	4	5	5	5	6	6	6	5																	
Zone 13	2	1	1	1	1	1	1	1	2	2	2	2	3	3	3	3	4	4	4	4	4	5	5	5	6	5	6	5																	
Zone 14	2	1	2	1	1	1	2	2	2	2	2	3	3	4	4	3	3	4	4	4	4	4	5	5	5	5	5	5																	
Zone 17	3	2	2	1	1	1	1	2	2	2	2	2	3	3	3	3	3	3	3	4	4	4	4	4	5	5	5	5																	
Zone 21	3	2	2	1	2	1	1	1	2	1	2	2	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4																	
Zone 22	2	3	1	1	2	2	1	1	1	1	1	1	1	2	2	2	3	3	4	4	4	4	5	5	6	5	6	5																	
Zone 23	3	3	2	2	2	2	2	2	1	1	1	2	3	3	2	2	2	2	2	3	3	3	4	3	4	4	5	4																	
Zone 24	3	3	2	2	2	2	1	1	1	1	1	1	3	2	2	1	2	3	3	3	3	3	4	4	5	5	5	4																	
Zone 25	3	3	2	2	2	2	2	1	2	1	1	1	2	2	2	1	2	3	3	3	3	3	4	4	5	5	5	4																	
Zone 26	3	3	2	2	3	2	2	1	3	1	1	1	1	1	1	1	3	3	3	4	3	4	4	5	5	5	5	4																	
Zone 28	3	3	2	3	3	3	3	1	3	3	2	1	1	1	2	3	3	3	4	5	4	4	5	5	6	6	6	5																	
Zone 29	3	4	3	3	4	3	3	2	2	2	2	2	1	1	1	1	2	3	3	3	4	4	4	5	5	6	5	6	4																
Zone 30	4	4	3	3	4	3	3	2	2	2	2	2	1	2	1	1	1	2	1	3	3	3	3	4	4	5	5	3																	
Zone 31	3	4	3	3	3	3	2	2	2	2	1	1	1	3	2	1	1	1	1	2	3	3	3	4	4	5	4	5	3																
Zone 32	4	4	4	4	3	3	3	3	2	2	2	3	3	3	2	1	1	1	1	2	2	2	3	3	4	3	4	3																	
Zone 33	4	4	4	4	4	3	3	3	2	3	3	3	3	3	1	1	1	1	1	2	1	1	3	3	4	4	4	1																	
Zone 34	5	4	4	4	4	3	3	4	2	3	3	3	4	3	3	2	1	1	1	1	1	1	2	2	3	3	3	3																	
Zone 37	5	5	4	4	4	4	3	4	3	3	3	4	5	4	3	3	2	2	1	1	1	1	1	2	3	2	3	1																	
Zone 38	5	5	4	4	4	4	3	4	3	3	3	3	4	4	3	3	2	1	1	1	1	1	1	2	3	3	3	1																	
Zone 39	5	5	5	5	4	4	4	4	3	3	3	4	4	4	3	3	2	1	1	1	1	1	1	3	3	3	3	1																	
Zone 40	6	5	5	5	5	4	4	5	4	4	4	4	5	5	4	4	3	3	2	1	1	1	1	1	2	1	2	1																	
Zone 41	5	5	5	5	5	4	4	5	3	4	4	5	5	5	4	4	3	3	2	2	2	3	1	1	1	1	2	3																	
Zone 42	6	6	6	6	5	5	5	6	4	5	5	5	6	6	5	5	4	4	3	3	3	3	2	1	1	1	1	4																	
Zone 43	6	6	6	5	5	5	5	5	4	5	5	5	6	5	5	4	3	4	3	2	3	3	1	1	1	1	1	3																	
Zone 44	6	6	6	6	5	5	5	6	5	5	5	5	6	6	5	5	4	4	3	3	3	3	2	2	1	1	1	3																	
Zone 45	6	6	5	5	5	5	4	5	4	4	4	4	5	4	3	3	3	1	3	1	1	1	1	3	4	3	3	1																	
Other Exchanges Philadelphia																																													
Zone 1	4	3	3	3	2	2	2	3	2	2	3	3	4	4	3	3	3	3	3	3	3	4	4	3	4	4	4	4																	
Zone 2	3	3	2	2	1	1	1	3	1	1	2	3	3	3	3	2	3	3	3	3	3	4	4	4	5	5	5	4																	
Zone 3	4	4	3	3	2	2	2	3	1	2	2	3	3	3	2	1	1	2	1	2	2	2	3	3	4	4	4	3																	
Zone 4	5	5	4	4	3	3	3	4	3	3	3	4	5	4	4	3	2	3	1	1	2	2	1	1	3	2	3	3																	

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Local Calling Areas, Philadelphia Zones 1-4, Philadelphia Suburban Exchange Zones 10-45, Philadelphia Suburbs, and additional exchanges outside Philadelphia Suburbs in 215/267, 610/484

Density Cell Definitions

Density Cell	Classification Criteria
1	All Philadelphia Exchange Zones with working pairs greater than 9000.
2	All remaining Philadelphia Exchange Zones
3	All Philadelphia Suburban Exchange Zones. Also, all additional areas with more than 500 working pairs per square mile.
4	All remaining exchange areas

Philadelphia City Zones 1-4
Exchange
Local Calling Area Zones

Zone 1
Philadelphia, Density Cell 1
1 2 3 4

Zone 2
Philadelphia, Density Cell 2
1 2 3 4 14 17 21 23 24

Zone 3
Philadelphia, Density Cell 2
1 2 3 4 23 31 32 34

Zone 4
Philadelphia, Density Cell 2
1 2 3 4 34 37 40 41

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Philadelphia Suburban Zones 10-45

Exchange

Local Calling Area Zones

Local Calling Area Exchanges

Zone 10

Chester Heights Exchange, Density Cell 3

10 11 12

*Holly Oak Del (Bell), Lenape, Mendenhall,
West Chester, Westtown, Wilmington, DE*

Zone 11

Chester Exchange, Density Cell 3

10 11 12 13 14

Holly Oak, Del.(Ind)

Zone 12

Media Exchange, Density Cell 3

10 11 12 13 22

Zone 13

Swarthmore-Springfield Exchange, Density Cell 3

11 12 13 14 17 21 22

Zone 14

Darby-Ridley Park-Sharon Hill-Glenolden Exchange, Density Cell 3

11 13 14 17 2

Zone 17

Upper Darby-Lansdowne Exchange, Density Cell 3

13 14 17 21 2

Zone 21

Havertown-Drexel Hill Exchange, Density Cell 3

13 17 21 22 24 2

Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Zone 22

Broomall-Newtown Square Exchange, Density Cell 3

12 13 21 22 24 25 26 28

Zone 23

Cynwyd-Narberth Exchange, Density Cell 3

23 24 25 2 3

Zone 24

Ardmore Exchange, Density Cell 3

21 22 23 24 25 26 31 2

Zone 25

Bryn Mawr Exchange, Density Cell 3

22 23 24 25 26 31

Zone 26

Wayne Exchange, Density Cell 3

22 24 25 26 28 29 30 31

Zone 28

Paoli-Malvern-Berwyn Exchange, Density Cell 3

22 26 28 29

*Chester Springs, Downington, Eagle, Exton,
Lenape, Phoenixville, West Chester, Westtown*

Zone 29

Valley Forge Exchange, Density Cell 3

26 28 29 30

Collegeville, Phoenixville, Royersford

Zone 30

Norristown-King of Prussia-Trooper Exchange, Density Cell 3

26 29 30 31 33

*Center Point, Collegeville, Harleysville,
Lansdale, North Wales, Phoenixville,
Royersford, Schwenksville*

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Zone 31

Conshohocken Exchange, Density Cell 3

24 25 26 30 31 32 33 3

Zone 32

Flourtown Exchange, Density Cell 3

31 32 33 34 3

Zone 33

Ambler Exchange, Density Cell 3

30,31,32,33,34,38,39,45,
North Wales

Zone 34

Cheltenham-Elkins Park-Jenkintown Exchange, Density Cell 3

32 33 34 37 38 39 3 4
North Wales

Zone 37

Bethayres-Huntington Valley Exchange, Density Cell 3

34,37,38,39,40,45, 3,4,
North Wales

Zone 38

Willow Grove Exchange, Density Cell 3

33 34 37 38 39 40 45

Zone 39

Hatboro Exchange, Density Cell 3

33 34 37 38 39 40 45

Zone 40

Feasterville-Churchville Exchange, Density Cell 3

37 38 39 40 41 43 45 4
Newtown, Wycombe

Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Zone 41

Eddington-Cornwells Heights Exchange, Density Cell 3

40 41 42 43 4

Zone 42

Bristol Exchange, Density Cell 3

41,42,43, 44,

Morrisville, Yardley

Zone 43

Langhorne Exchange, Density Cell 3

40 41 42 43 44

Morrisville, Newtown, Yardley

Zone 44

Levittown Exchange, Density Cell 3

42 43 44

Morrisville, Newtown, Yardley

Zone 45

Warrington Exchange, Density Cell 3

33 37 38 39 40 45

Buckingham, Doylestown, Line Lexington, Wycombe

Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Philadelphia Suburban

Exchange

Local Calling Area Exchanges

Doylestown Exchange, Density Cell 3

Buckingham
Carversville
Doylestown
Dublin
Line Lexington
Plumsteadville
Warrington
Wycombe

Lansdale Exchange, Density Cell 3

Center Point
Harleysville
Lansdale
Line Lexington
North Wales
Souderton

Line Lexington Exchange, Density Cell 3

Chalfont
Line Lexington
Doylestown
Dublin
Harleysville
Lansdale
North Wales
Perkasie
Souderton
Warrington

Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Morrisville Exchange, Density Cell 3

Bristol
Langhorne
Levittown
Morrisville
Newtown
Yardley
Ewing, NJ (BA-NJ)
Trenton, NJ (BA-NJ)

Newtown Exchange, Density Cell 3

Feasterville
Langhorne
Newtown
Wycombe
Yardley

North Wales Exchange, Density Cell 3

Ambler
Center Point
Harleysville
King of Prussia
Lansdale
Line Lexington
North Wales
Soudertown

Phoenixville Exchange, Density Cell 3

Chester Springs
Collegeville
Eagle
Hatboro
Phoenixville
Pughtown
Royersford
Willow Grove

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Yardley Exchange, Density Cell 3

Bristol
Langhorne
Levittown
Morrisville
New Hope
Newtown
Wycombe
Yardley
Ewing, NJ (BA-NJ)
Trenton, NJ (BA-NJ)

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Outside Philadelphia Suburban

Exchange

Local Calling Area Exchanges

Bedminster Exchange, Density Cell 4

Bedminster
Carversville
Doylestown
Dublin
Perkasie
Plumsteadville
Quakertown

Perkasie Exchange, Density Cell 4

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

Pottstown Exchange, Density Cell 3

Boyertown
Collegeville
Douglassville
Phoenixville
Pottstown
Pughtown
Royersford
Saassamansville
Schwenksville

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Section 5—LOCAL CALLING SERVICE AREAS (Cont'd)

Royersford Exchange, Density Cell 4

Center Point
Chester Springs
Collegeville
Eagle
Valley Forge
King of Prussia
Phoenixville
Pottstown
Pughtown
Royersford
Schwenksville

Souderton Exchange, Density Cell 3

Chalfont
Line Lexington
Doylestown
Dublin
Green Lane
Harleysville
Lansdale
North Wales
Pennsburg
Perkasie
Quakertown
Souderton

Section 6—MISCELLANEOUS SERVICES

6.1 Operator Assisted Local Call Service

6.1.1 General

Operator Assisted Local Calls are placed within the customer's local service area through an operator.

6.1.2 Regulations

- A) Local message charges for calls placed through an operator will be charged the same as for local calls dialed directly by the customer.
- B) Local message charges may not be billed to Pay Telephone Lines.
- C) Charges for local messages transferred to message rate or measured rate services will not affect the normal message unit allowance or usage charge allowance applicable to such service.
- D) Operator assistance will not be furnished for calls placed from a customer provided coin telephone and the message charge is to be charged on a sent-paid basis.
- E) Operator assistance charges do not apply for the following calls:
 - 1. Calls to Telephone Company listed Official Public Emergency Agencies
 - 2. Calls to official Telephone Company numbers
 - 3. Calls to Directory Assistance Service
 - 4. Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Telephone Company.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.2 Busy Line Verify and Line Interrupt Service

6.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.2.2 Regulations

- A) A charge will apply when:
 - a) The operator verifies that the line is busy with a call in progress.
 - b) The operator verifies that the line is available for incoming calls.
 - c) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
 - d) Different charges for Verify and Interrupt service apply dependent upon the verification or interrupt to a Hotwire Communications or Non- Hotwire Communications end user line.
- B) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.3 700/900 Blocking Options

Description

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. This option is installed and provided at no charge.

6.4 Emergency 911 Interconnection Services

6.4.1 General

- A) Emergency 911 Services provide customers a means of accessing a Public Safety Answering Point (PSAP) designated by a local government authority or its agents(s). The PSAP is accessed by dialing the telephone number 911.
- B) Local exchange facilities and other services provided by the Company for the local government authority's are provided in accordance with the general regulation of this tariff specified in Section 2.0.
- C) The Company's entire liability to any person for interruption or failure of Emergency 911 Services, whether due to the Company's network facilities, shall be limited to the terms set forth in this section and other sections of this and other applicable Company Tariffs.
- D) Agents of the local government authority for the purpose of administering this Tariff may include, but are not limited to, other local exchange telephone companies acting on behalf of local government authorities.

6.4.2 Provision of Service

- A) The Company will provide local exchange facilities and other services, which interconnect with PSAP locations directly, or interconnect with that location through a connecting company, to Company's central offices based on the availability, rates, terms, and conditions as specified below.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.4.2 Provision of Service (cont'd)

- B) The Company will provide addresses or other available location information to assist local government authorities or their agent(s) in providing Enhanced 911 Service. The Company and the local government authority or its agent(s) will mutually agree upon the frequency and medium in which address or location information is provided.
- C) The Company will provide Automatic Number Identification for the transmission of the caller's telephone number to the PSAP.

6.4.3 Conditions

- A) This service is offered solely as an aid in routing calls in connection with fire, police, and other emergency services. In the event of service interruption, the Company shall not be liable to any person, corporation, or other entity for any loss or damage. No allowance shall be made if the interruption is due to the negligence or willful act of the local government authority or its agent(s).
- B) When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence of the local government authority or its agent(s), a pro rata adjustment of the fixed monthly charges involved may be allowed as covered by the General Regulations Section of this Tariff.
- C) Each end user and local government authority or its agent(s) also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the end user, local government authority, or PSAP, for personal injury or death to any person or persons, or for any loss, damage or destruction of any property, whether owned by the end user, local government authority or others.
- D) The Company's liability for any loss or damage arising from errors, interruptions, defects or failures of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.4.3 Conditions (cont'd)

- E) The local government authority and its agent(s) recognizes that addresses, location of information, and other data are the business records of the Company and the Company cannot guarantee the accuracy in emergency situations.
- F) The 911 Service calling party forfeits the privacy by non-published telephone number service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP.
- G) No local usage charges apply to the calling party for call to 911 lines.
- H) Company shall comply with county/municipal 911 Protocols
- I) Company maintains appropriate insurance coverage and shall provide a certificate of insurance to the City of Philadelphia
- J) Company shall not use a county's/municipality's Master Street Address Guide (MSAG) for any purpose that is not directly related to and required for the provision of 911 service to its Customers.
- K) Company shall install the MSAG in read only format and shall not modify its contents.
- L) Company will not sell, lease, license, 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 911 coordinator or his/her designee.
- M) Company shall not modify or create any derivative of the county's/municipality's MSAG, or copy the MSAG, except 1 copy for archival purposes only.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.4.3 Conditions (cont'd)

N) Service Interruptions

In the event of a failure of all trunks to the 911 tandem or in the event of a failure of the 911 tandem itself, the following procedure will be used:

A local default PSAP 10 digit emergency telephone number provided by the local 911 agency, will be route index assigned and translated for forwarding 911 calls to the default PSAP. If the local PSAP does not make available a 10 digit emergency telephone number, then Company will arrange with the ILEC to purchase a 10 digit number which will directly connect Company to such local PSAP's 911 operators in the event of a tandem or trunking failure. Upon notification of a tandem or trunking failure Company will redirect the 911 calls from the route index of the 911 trunks to the route index of the local default PSAP 10 digit emergency telephone number. This procedure will allow the re-routed 911 calls to complete over the Public Switched Network.

Notification of failure and restoral of such systems will be made to the local 911 PSAP designated notification point. Company shall make all reasonable efforts to restore such failure.

In the event of a complete Company switch failure and isolation from the 911 and public switched network, Company shall follow the procedures set forth below:

- 1) Company shall invoke the Lucent Emergency Recovery (EDR) process to restore the switch to service quickly.
- 2) Company shall notify the switch failure and restoral to the local 911 PSAP designated notification point.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.5 Pennsylvania Telecommunications Relay Service

A) General

The Pennsylvania Telecommunications Relay Service is a relay telecommunication service for the deaf, hearing and /or speech disabled population of the Commonwealth. The service permits telephone communications between deaf, hearing, and/or speech disabled individuals who must use a Text Telephone and individuals with normal hearing and speech.

B) Surcharge

In addition to the charges provided in this tariff and other intrastate toll tariffs in which this Company concurs, a surcharge will apply to all residence and business access lines serviced by the 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 Telecommunication Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission. The Commission shall compute the Pennsylvania Telecommunications Relay 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:

Per residence access line, per month	\$.08
Per business access line, per month	\$.09

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

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.6 Custom Calling Services

- A) Anonymous Call Rejection
Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties who have activated a Caller ID blocking feature to prevent the display of the calling telephone numbers.
- B) Call Hold
Enables a user to put a call in progress on hold by depressing the switchhook momentarily and dialing the call hold code. The line is subsequently freed for the purpose of originating another call.
- C) Call Pick-Up
Enables a user to answer any incoming call within the system from any line within the system. An incoming call on one line may be answered from an extension on another line simply by dialing the access code.
- D) Call Forward-Variable
Allows the customer to forward all incoming calls to another line within or outside of the system.
- E) Call Forward-Busy/ No Answer
Provides for the forwarding of calls to a pre-designated number within the same system and where facilities permit to any pre-designated number outside of the system upon encountering either a busy signal or if there is no answer. This feature will not work with Call Waiting.
- F) Call Forward - Don't Answer
Provides for the forwarding of calls that are not answered after a pre-designated number of rings to another number within the same system and where facilities permit to another number outside of the system.
- G) Caller ID with Name
Caller ID with Name is an arrangement which permits a customer with Local Exchange Service to receive the calling telephone number for calls placed to the customer.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.6 Custom Calling Services (cont'd)

- H) Caller ID
Caller ID is an arrangement which permits a customer with Local Exchange Service to receive the calling telephone number for calls placed to the customer.
- I) Caller ID Manager with Name
Caller ID manager with name is an enhancement of the Call Waiting feature offered to residence and business customers that allows the “called” party to control the treatment of a second incoming call. Caller ID Manager with Name allows a customer who is on a call to receive the name and telephone number of a second caller and then determine how they want to manage that call.
- J) Call Waiting
Alerts the user that a call is waiting by applying a burst of tone when another call is received while the phone is in use. This feature will work only on calls coming from outside of the system.
- K) Call Block [Initiating]
Call block [Initiating] is an optional outgoing call management service that provides residential and business customers the ability to block or allow calls initiated from their line. A subscriber may modify Call Block Service parameters on their line from any touch tone equipped telephone by dialing an access number and following the directions provided.
- L) Call block [Terminating]
Call block [Terminating] is an arrangement which prevents future calls from up to six prespecified phone numbers, one of which may be the most recent incoming call from an unknown telephone number immediately after the call has been received. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls.
- M) Distinctive Ring
Distinctive Ring is a feature which allows a customer to have up to three separate telephone numbers assigned to one Local Exchange Line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.6 Custom Calling Services (cont'd)

- N) Priority Call
Priority Call is an arrangement which provides for one distinctive signal to the customer when a call is received from one of up to 6 prespecified numbers.
- O) Repeat Dialing
Repeat Dialing is an arrangement that permits the customer to automatically redial the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then notified 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.
- P) Return Call *69
*69 is an arrangement which enables the customer to activate the number of the last party that called them.

A *69 Activation is considered complete and billable after the feature is activated by dialing *69, regardless of whether or not the call is returned, except in cases where calling the number is not available from the network (e.g. calls outside the calling area, cellular numbers, etc.)
- Q) Remote Forward
The Remote Forward feature combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature-access method, the Remote Forward feature provides customers access from any touch tone capable phone.
- R) Select Forward
Select Forward is an arrangement which permits a customer to specify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that Select Forward is activated, only calls from one of the prespecified numbers will be forwarded.
- S) Toll Authorization – this service allows a customer to select a password that restricts toll calling from selected lines.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7 IntraLATA Toll Presubscription

6.7.1 IntraLATA Presubscription Description

IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA Toll Provider (ITP) which the customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes of additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA 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 intraLATA toll provider, 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 ITP must use Feature Group D (FGD) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Telephone Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Telephone Company.

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

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7.2 IntraLATA Toll Provider Nonrecurring Charge

At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in 8.9.7 following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Telephone Company's Business Offices.

6.7.3 Presubscription Charge Application

- (a) Existing end users may exercise an initial free presubscription choice, either by contacting the Telephone Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Telephone Company. End users' choices which constitute exercising the free initial choice are:
- Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers 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 ITP's. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's initial free selection, any subsequent selection made during the first 90 days after presubscription or any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge as set forth herein.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7.3 Presubscription Charge Application (cont'd)

- (b) New end users who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Telephone Company may extend a 30-day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the customer will be assigned a 'No-PIC' and will have to dial an access code to make intraLATA toll calls.

Initial free selections available to new end users are:

- Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Telephone Company. In addition, new end users that do not select a preferred carrier will be assigned a 'No-PIC'.

Following a new end user's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

- (c) If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Telephone Company that this activity has taken place.

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

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7.4 Equal Access Recovery Charge

- (a) An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 6.7.7 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP 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 ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and in the Telephone Company's corresponding F.C.C. Tariff.

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

6.7.5 End User Charge Discrepancy

When a discrepancy is determined regarding an end user's designation of a preferred intraLATA toll carrier, 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.

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7.5 End User Charge Discrepancy (cont'd)

- If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

- (a) Verification of Orders for Telemarketing

Neither the ITP 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.

6.7.6 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 carrier submitted by the ITP. The ITP 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 ITP primary carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. If this service is made available by the Telephone Company, ITPs 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 ITP 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 the ITP of the F.C.C. requirements for:

- Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or

Section 6—MISCELLANEOUS SERVICES (Cont'd)

6.7.6 PIC Switchback Option-Business/Residence (cont'd)

- 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 Public Utility Commission concerning unauthorized changes in carrier.

6.7.7 Rates and Charges

	<u>Rate</u>
(a) The charge for a change in intraLATA Toll Presubscription	\$5.00 per line
(b) The charge for an unauthorized Business or Residence service change in intraLATA Toll Presubscription	35.65 per line
(c) The charge for a PIC Switchback change in intraLATA Toll Presubscription	5.00 per line
(d) Equal Access Recovery Charge	(Reserved for future use)

6.8 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.

Section 7—APPLICATION OF RATES

7.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

7.2 Charges Based on Duration of Use

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

Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

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.

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.

7.3 Time Periods (Local Time)

Weekday (day): 8:00 a.m. to but not including 5:00 p.m. – Monday through Friday

Evening: 5:00 p.m. to but not including 11:00 p.m. – Monday through Friday

Night: 11:00 p.m. to but not including 8:00 a.m. – Monday through Friday, all day Saturday, and Sunday, and all holidays. Holidays include Christmas, New Years Day, Thanksgiving, Independence Day, and Labor Day

Section 8—GENERAL EXCHANGE SERVICES

8.1 Summary of Charges

8.1.1 Standard Residential Line Services

	NRC	MRC
Installation Charges		
Charge per order		
Telephone number change charge	\$26.25	
Temporary Suspension	\$26.00	
Service Change Orders	\$5.00	
Transfer of Billing	\$27.75	
New Install	\$40.00	
Moves and Changes	\$5.00	
Change in Residence Charge	\$12.00	
Line Reconnection	\$11.00	

Philadelphia City Unlimited Metro. Plan (Zone 1-4) & (10-45)

Monthly \$25.00

Includes line charge and 7 Phone features: call waiting, cancel call waiting, call forwarding, call forwarding busy, caller I.D. block, hunting roll-over from one line to another, conference calling (3 way)

Philadelphia Suburban Unlimited Metro. Plan (Zone 1-4) & (10-45) Monthly

\$25.00

Includes line charge and 7 Phone features: call waiting, cancel call waiting, call forwarding, call forwarding busy, caller I.D. block, hunting roll-over from one line to another, conference calling (3 way)

Maintenance Visit Charge

\$26.00/Initial
\$11/every 15 min.

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Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.1.2 Standard Business Line/Trunk Services

	NRC	MRC
<u>Installation Charges</u>		
Charge per order		
Telephone number change charge	\$43.50	
Temporary Suspension	\$35.50	
Service Change Orders	\$7.00	
Transfer of Billing	\$27.75	
Install per line/trunk	\$75.00	
Line Reconnection	\$20.00	

Line and Usage Charges to be determined. Business Service currently not available.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.2 Directory Listings

8.2.1 Residential Directory Listings

Directory Listings	NRC	MRC
Per Listing	\$12.00	\$1.25
Non-List	\$15.00	\$1.25
Non-Pub	\$15.00	\$1.75

8.2.2 Business Directory Listings

Directory Listings	NRC	MRC
Per Listing	\$15.00	\$2.05
Non-List	\$15.00	\$1.25
Non-Pub	\$15.00	\$1.75

8.3 Directory Assistance

8.3.1 Residential Directory Assistance

Directory Assistance	Per Use
Local	\$0.50
Operator Assist	\$0.57

8.3.2 Business Directory Assistance

Directory Assistance	Per Use
Local	\$0.50
Operator Assist	\$0.57

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.4 Miscellaneous Services

8.4.1 Residential Miscellaneous Services

A. *Operator Services*

Operator Service	Per Use
Calling Card	\$0.75
Collect, Bill to 3rd	\$1.75
Person to Person	\$3.50
Busy Line Verification-Company Customer	\$0.75
Busy Line Interrupt-Company Customer	\$1.55
Busy Line Verification-Non Company Customer	\$0.75
Busy Line Interrupt-Non Company Customer	\$1.55
Call Completion	\$0.35

B. *700/900 Blocking – No Charge*

C. *Custom Calling Services*

Custom Call Service	NRC	MRC
Anonymous Call Rejection	n/a	
Call Block – Initiating	\$5.00	\$4.75
Call Block – Terminating		
Call Forwarding Variable		Included
Call Forwarding Busy Line		Included
Call Forwarding no answer	\$5.00	\$1.75
Call Forwarding BL& No Ans	\$5.00	\$1.75
Select Forward	\$5.00	\$3.25
Caller ID w/name	\$5.00	\$5.00
Caller ID	\$5.00	\$5.00
Priority Call	\$5.00	\$5.00
Distinctive Ring	\$5.00	\$4.25
Repeat Dialing	\$5.00	\$2.75
*69 Return Call	\$5.00	\$3.25
Call Waiting		Included
Toll Authorization	\$15.00	

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Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.4.1 Residential Miscellaneous Services (cont'd)

D. *PIC Change Charges*

<u>Intra and Inter LATA PIC Charges</u>	NRC \$5.00	MRC N/A
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8.4.2 Business Miscellaneous Services

A. *Operator Services*

B. *PIC Change Charges*

<u>Intra and Inter LATA PIC Charges</u>	NRC \$5.00	MRC N/A
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Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.4.2 Business Miscellaneous Services (cont'd)

D. End User Common Line Charge/ Primary Interexchange Carrier Charges (PICCs)

End User Common Line Charge (EUCL)/SLC (Monthly Recurring Charge)		Primary Interexchange Carrier Charges (PICCs) (Monthly Recurring Charge)
Single Line Residence	\$ 5.00	Single Line Residence
Non Primary Residence	5.00	Non Primary Residence
Single Line Business	\$ 5.00	
Multiline Business	\$ 5.00	

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Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.5 Provisions for Caller Identification (ID) - Per Line and Per-Call Blocking

Customers served by central offices where transmittal of originating telephone numbers is permitted for Caller ID display purposes have two blocking options available for their use:

A) Per- Line Blocking

Customers requesting Per-Line Blocking will prevent the display of their telephone numbers on all out going calls. The Per-Line Blocking feature may be de activated at any time by customers on a call-by-call basis through the activation of a special code. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customer.

When requested, Company will install Per-Line Blocking at no charge. Requests to remove Per-Line Blocking will be completed at prevailing Company non-recurring service order rates.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

Per-Line Blocking is not available on either Company pay telephones or Customer Owned Coin Operated Coin Telephones (COCOTs).

B) Per-Call-Blocking

Per-Call Blocking will prevent the display of Customer's telephone numbers on outgoing calls. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call. Per-Call Blocking is automatically placed on all telephone lines by Company.

Per-Call Blocking will not prevent the display of telephone number to 911 emergency service providers.

Per-Call Blocking is also available to all Company provided pay telephones, if any.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.5 Provisions for Caller Identification (ID) - Per Line and Per-Call Blocking (cont'd)

C) Special Provisions

In cases where Company customers are victims of domestic violence, or are representative of domestic violence agencies, or are representatives of emergency service agencies, call placed through a live operator in order to protect the identity of the calling party will be completed without the application of an operator service charge. Qualifying Customers may need to notify Company to request this credit if the service charge cannot be waived at the time the call is placed.

8.6 Lifeline Service: Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. NOTE: Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

8.6.1 Regulations:

- (a) Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- (b) Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:
 - (1) One-Party Residence Unlimited Service and Local Measured Service, if available.
 - (2) Directory Listing (standard only)
 - (3) Non-Published or Non-Listed Telephone Number Service (only when a customer need has been determined by the Telephone Company).
 - (4) Access to Directory Assistance Service.
 - (5) Touch-Tone Calling Service.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.1 Regulations (cont'd)

- (6) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- (7) Access to Operator Services.
- (8) Voluntary Toll Restriction Option.
- (9) Link Up America (if eligible).

- (10) Access to 800/888 Services.
- (11) Access to Call Trace.
- (12) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (13) Access to the Pennsylvania Telecommunications Relay Service.
- (14) Caller ID Per-call and Per-line Blocking
- (15) One optional vertical service (1)

(1) When a Lifeline Customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added to make the voice mail service function.

- (c) An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing and be able to provide proof of income which is at or below 150 % of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants will be conducted biennially by Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.1 Regulations (cont'd)

Pennsylvania Department of Public Welfare Lifeline Service Programs (Cont'd)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and Company.

- (d) Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in 8.6.1 (c) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by Company. When Company is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in 8.6.1 (c) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- (e) A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.1 Regulations (cont'd)

- (f) Only services listed in 8.6.1 (b) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- (g) Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- (h) Customer requested temporary suspension of Lifeline Service is not permitted.
- (i) Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- (j) The applicant must not be a dependent for the Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (k) Lifeline customers are subject to all Residence service regulations in this and other tariffs of Hotwire.
- (l) Residence Lifeline Service cannot be resold by the customer or the customer's agent(s).
- (m) Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunications Act of 1996.
- (n) All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (o) Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.1 Regulations (cont'd)

- (p) Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

8.6.2 Lifeline Service Dial Tone Line Monthly Rate

- (a) Applicable Residence Dial Tone monthly rate minus \$1.75 (1)
- (b) Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50 (1) (2).
- (c) Lifeline Service is subject to all applicable State, Local and Federal Taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.
- (2) \$4.35 for Interstate Pricecap Companies per FCC CALLS order (FCC 00-193, 5/31/00)

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.3. Link Up America

- (a) Description- Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. NOTE: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.
- (b) Link Up America is available to residential customers who meet the following eligibility criteria:
1. The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years or older.
The applicant must self-certify the requirement set out in (b)
 2. An applicant for Link Up America must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing and be able to provide proof of income which is at or below 150 % of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants will be conducted biennially by Company.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link UP America Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and Company.

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.6.3 Link Up America

- c) The Link Up America discount is applicable to one access line (dial tone line) when applied to the installation or relocation of main service at a customer's principal residence.
- d) Link Up America applicants are not exempt from Company deposit requirements.
- e) Service will not be established at discounted rates prior to receipt of certification. Service will be established at full service connection charges. If certification is received within 60 days of original application, credit will be applied to provide the Link Up America discount.
- f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.
- g) Rates:
The Link Up America program provides for a 50% discount on the service connection charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Company's tariffs. The total amount of any discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Company's tariffs.

8.7 Bureau of Consumer Services of the Commission

Customer may reach the Bureau of Consumer Services at the following telephone number and address:

Bureau of Consumer Services
Pennsylvania Public Utility Commission
P.O. Box 3265
Barto Building
231 State St.
Harrisburg, PA 17105-3265
717-783-1661
1-800-782-1110

Section 8—GENERAL EXCHANGE SERVICES (Cont'd)

8.8 Calling Area Maps

Verizon's maps apply.