

REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING COMPETITIVE ACCESS PROVIDER SERVICE
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

Provided by

DigitalSpeed Communications, Inc.
One Tower Bridge, Suite 220, West Conshohocken, PA 19428

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This tariff contains the descriptions, regulations, and rates applicable to Competitive Access Provider services provided by DigitalSpeed Communications, Inc. within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business, One Tower Bridge, Suite 220, West Conshohocken, PA 19428.

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Issued: November 24, 2006
Issued By:

Effective Date: November 25, 2006

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CHECK SHEET

The Title Sheet and Sheets 1 through 55 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
*Title	2nd Revised	*29	2nd Revised
*1	2nd Revised	*30	2nd Revised
*1.1	1st Revised	*31	2nd Revised
*2	2nd Revised	*32	2nd Revised
*3	2nd Revised	*33	2nd Revised
*4	2nd Revised	*34	2nd Revised
*5	2nd Revised	*35	2nd Revised
*6	2nd Revised	*36	2nd Revised
*7	2nd Revised	*37	2nd Revised
*8	2nd Revised	*38	2nd Revised
*9	2nd Revised	*39	2nd Revised
*10	2nd Revised	*40	2nd Revised
*11	2nd Revised	*41	2nd Revised
*12	2nd Revised	*42	2nd Revised
*13	2nd Revised	*43	2nd Revised
*14	2nd Revised	*44	2nd Revised
*15	2nd Revised	*45	2nd Revised
*16	2nd Revised	*46	2nd Revised
*17	2nd Revised	*47	2nd Revised
*18	2nd Revised	*48	2nd Revised
*19	2nd Revised	*49	2nd Revised
*20	2nd Revised	*50	2nd Revised
*21	2nd Revised	*51	2nd Revised
*22	2nd Revised	*52	2nd Revised
*23	2nd Revised	*53	2nd Revised
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Supplement #2

<u>Page</u>	<u>Revision</u>	<u>Change</u>
All Pages	2nd Revised	Change Contact Information

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify all other **Changes**
- (D) To signify a rate **Decrease**
- (I) To signify a rate **Increase**

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TARIFF FORMAT

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

- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the sheet 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 code is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Point-to-Point service within the Commonwealth of Pennsylvania by DigitalSpeed Communications, Inc.. The Company's Tariff is in concurrence with all applicable State and Federal Law (including but not limited to, 52 Pa. Code, 66 Pa. C.S and the Telecommunications Act of 1996) and with the Commission's applicable Rules and Regulations and Orders. Any provision contained in this Tariff that is inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing (“AR”)

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (*See* definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification (“ALI”)

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (“ANI”)

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Business Service:

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Central Office Line

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Channel Conversion

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit (“CSU”)

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Commitment Period:

The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Commission

Pennsylvania Public Utility Commission

Communications Systems

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company:

DigitalSpeed Communications, Inc.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Dedicated Access

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Default Routing (“DR”)

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point

The physical dividing point between the Company’s network and the Customer.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial (“DID”)

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial (“DOD”)

A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company’s operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number (“ESN”)

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An “error” can also be an omission in records.

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Ground Start

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

Handicapped Person

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

Holidays include New Year’s Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Hunting:

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

Incoming Service Group

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

ISDN:

ISDN provides integrated voice and/or data communications capability for transmission of voice and/or data and packet switched data signals on an incoming and outgoing basis over a single line.

Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Link

The physical facility from the network interface on an end-user’s or carrier's premises to the point of interconnection on the main distribution frame of the Company’s central office.

Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Local Service

Telephone exchange service within a local calling area.

Loop Start

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops

Segments of a line which extend from the serving central office to the originating and to the terminating point.

Kbps:

Kilobits per second, denotes thousands of bits per second.

Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency (“MF”)

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange Service

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Public Safety Answering Point (“PSAP”)

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Periods

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without “adding value”) for profit.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Selective Routing (“SR”)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office

The central office from which local service is furnished.

Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See “Customer” definition.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company’s services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Pennsylvania.
- 2.1.2. Company offers resold and facilities-based competitive access telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company’s services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the greater of \$500.00 or two (2) times the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company’s facilities; and
- B. Claims for patent infringement arising from combining or connecting Company’s facilities wit apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company’s negligence.

2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company’s negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company’s agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Pennsylvania law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer’s claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer’s communications equipment includes, but is not limited to, the placement of calls from the Customer’s premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company’s network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company will 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 will not be liable for any delays in commencing service to any Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES, Continued

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. ALLOWANCES FOR INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4. herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for service, every month shall be considered to have 30 days, and one day shall represent 1/30 of a month. No credit shall be allowed for an interruption of a continuous duration of less than four hours.

2.7.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.7.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.5. Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued

- 2.7.6. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.7. Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.
- 2.7.8. No credit allowances will be made for any interruption in service:
- A. Due to the negligence of, or non-compliance with the provisions of this Tariff, by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company.
 - B. Due to the failure of power, equipment, systems, or services not provided by the Company;
 - C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - D. During any period in which the Customer continues to use the service on a impaired basis;
 - E. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a chance in service arrangements;
 - F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - G. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued

2.7.9. Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.7. is applied against the rates specified and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.7.10. A credit allowance will be given for interruptions of service of four (4) hours or more.

2.7.11. Credit for Service Interruption

Except as set forth in Section 2.7.12 below, customers experiencing interruptions of service as herein defined will be credited as follows:

<u>Length of Service Interruption</u>	<u>Credit Allowance</u>
Less than four (4) hours	None
Four (4) hours up to but not including eight (8) hours	1/3 of day for monthly recurring charges.
Eight (8) hours up to but not including twelve (12) hours	½ of day for monthly recurring charges.
Twelve (12) hours up to but not including sixteen (16) hours	2/3 of day for monthly recurring charges.
Sixteen (16) hours up to but not including twenty-four hours (24) hours	1/30 of the tariffed monthly rate for monthly recurring charges.
1 st through 3 rd twenty-four (24) period of service outage.	1/30 of the tariffed monthly rate for monthly recurring charges, each 24 hour period.
4 th twenty four period and each twenty-four hour period following.	2/30 of the tariffed monthly rate for monthly recurring charges, not to exceed the total tariffed monthly rate for monthly recurring charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued

2.7.12 When service is interrupted for a period of at least twenty-four (24) hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative shall apply for each full twenty-four (24) hours during which the interruption continues after notice by the Customer to the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission’s Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer’s service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month’s service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. MINIMUM SERVICE PERIOD, Continued

- 2.9.4. In the case where a Customer engages in a contract for the Company's services, the minimum service period shall be the Commitment Period stated in the contract. At the end of the Commitment Period, the Contract will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of the Contract.
- 2.9.5. In the event the Customer terminates service with the Company prior to the end of the Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay to the Company a Termination Fee consisting of 1) a one-time handling fee of five hundred dollars (\$500.00), 2) any installation charges previously waived by Company, and 3) a termination penalty equivalent to the month-to-month rate for all service multiplied by the number of months for which the Customer received service in the Commitment Period. The Termination Fee will be due immediately upon termination of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

2.11.1. 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 my conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

2.11.2. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.

2.11.3. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

2.11.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. For business Customers, bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance. For residential Customers, bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent late payment charge for the unpaid balance.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING

2.11.5. Billing disputes should be addressed to Company’s Customer service organization via a toll-free telephone number. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

2.11.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Pennsylvania Public Utility Commission for its investigation and decision.

The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, Pennsylvania 17105

Telephone: 1-800-782-1110

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel service by providing written or oral notice to Company at least five (5) days prior to cancellation.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company reserves the right to temporarily interrupt furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.13.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:

- A. For violation of Company's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the Company and Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- A. The use of facilities or service of the Company without payment of tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS

2.14.1. Business Customers

A. New Applicants

A deposit may be required from all applicants for business service. A deposit may be waived if, according to the Company's assessment, the applicant is a satisfactory credit risk.

B. Existing Customers

A deposit may be required as a condition to the further provision of service if, according to the Company's assessment, the Customer has become a credit risk.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS, Continued

2.14.2. Amount of Deposits

A. Business Customers

The maximum deposit required from an applicant for service or an existing customer shall be calculated by the Telephone Company by estimating the expected charges for local exchange and interexchange service for a two month period.

- B. The amount of deposit to be held by the Company may be adjusted to maintain a two (2) month estimated amount when, according to the Company's assessment, such adjustment is deemed necessary to adequately secure the account.

2.14.4. Posting of Deposits

A deposit requirement may be fulfilled as follows:

- A. In cash,
- B. By an acceptable bank letter of credit,
- C. Through an acceptable third-party guarantee (residential Customers only),
- D. Other forms of security acceptable to the Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS, Continued

2.14.5. Refund of Deposits

Deposits will be refunded to residential Customers, along with accrued interest, when one (1) of the following is met:

- A. Service has been terminated or discontinued; or
- B. The Customer has established acceptable credit as outlined in the Residential and Business subsections above.
- C. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if service has been suspended for non-payment within the previous twelve (12) months. Deposits will be refunded to business Customers at the sole discretion of the Company. Deposits for both residential and business customers, when service has been terminated or disconnected, will be deducted by the Company from any unpaid amounts. The difference will be refunded if applicable. Interest rates applied to Customer deposits held by the Company are prescribed by the P.U.C. in regulations 52 PA Code, Chapter 64. The interest paid is without deduction for any taxes. The interest accrued upon deposits held more than a year is paid every twelve (12) months.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1. COMPLEX INTRASTATE RATES – VOICE GRADE

3.1.1. Channel Termination

	<u>Monthly</u>	<u>NRC</u>
Two-Wire		
Cell 1	8.35	0.00
Cell 2	17.55	0.00
Cell 3	24.65	0.00
Cell 4	29.55	0.00
Four-Wire		
Cell 1	16.75	0.00
Cell 2	25.35	0.00
Cell 3	35.55	0.00
Cell 4	44.00	0.00

3.1.2. Transmission Function

	<u>Monthly</u>	<u>NRC</u>
Same Wire Center		
First Channel Termination		
No Signaling	5.45	25851
Basic Signaling	13.60	294.93
Data	16.75	429.08
Additional Termination		
No Signaling	5.45	140.20
Basic Signaling	13.60	170.00
Data	16.75	270.41

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.1. COMPLEX INTRASTATE RATES – VOICE GRADE, Continued

3.1.2. Transmission Function, Continued

	<u>Monthly</u>	<u>NRC</u>
Different Wire Center		
First Channel Termination		
No Signaling	12.25	418.15
Basic Signaling	13.25	344.85
Data	23.40	660.00
Additional Termination		
No Signaling	12.25	240.00
Basic Signaling	13.25	205.00
Data	23.40	363.64

3.1.3 Channel Mileage

	<u>Fixed</u>	<u>Per Mile</u>
Month-to-Month	16.00	2.50
3-Year TPP	15.20	2.38
5-Year TPP	14.40	2.25

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.1. COMPLEX INTRASTATE RATES – VOICE GRADE, Continued

3.1.4. Optional Features

	<u>Monthly</u>	<u>NRC</u>
Bridging		
First Channel Term.		
Voice	23.54	230.00
Data	20.20	135.00
Additional Channel Term.		
Voice	23.54	135.00
Data	20.20	80.00
Conditioning (C Type)		
First Channel Term	12.45	48.00
Additional Channel	12.45	34.00
Data Capability		
First Channel Term	12.45	48.00
Additional Channel Term	12.45	34.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA

3.2.1. Channel Termination

2.4/4.8/9.6 Kbps

	(MTM)			
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	25.00	0.00	24.50	0.00
Cell 2	30.00	0.00	25.40	0.00
Cell 3	40.00	0.00	39.20	0.00
Cell 4	50.00	0.00	49.00	0.00

56.0 Kbps

	(MTM)			
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	50.00	0.00	49.00	0.00
Cell 2	55.00	0.00	53.90	0.00
Cell 3	60.00	0.00	58.80	0.00
Cell 4	70.00	0.00	68.60	0.00

3.2.2. Transmission Function

First Channel Term.

	(MTM)			
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	55.00	600.00	53.90	600.00
4.8 Kbps	85.00	600.00	83.30	600.00
9.6 Kbps	90.00	600.00	88.20	600.00
56.0 Kbps	137.50	600.00	134.75	600.00

Additional Channel Term.

	(MTM)			
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	55.00	354.25	53.90	354.25
4.8 Kbps	85.00	354.25	83.30	354.25
9.6 Kbps	90.00	354.25	88.20	354.25
56.0	137.50	354.25	134.75	354.25

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.3. Channel Mileage

	<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
All Speeds	25.00	2.00	24.50	1.90

3.2.4. Optional Features

	<u>Monthly</u>	(MTM) <u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Bridging	25.00	36.23	25.00	36.23
Secondary Channel				
2.4 Kbps	15.00	400.00	15.00	400.00
4.8 Kbps	20.00	400.00	20.00	400.00
9.6 Kbps	25.00	400.00	25.00	400.00
56.0 Kbps	30.00	400.00	30.00	400.00

3.2.5. Channel Termination

2.4/4.8/9.6 Kbps

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	23.75	0.00	22.50	0.00
Cell 2	28.50	0.00	27.00	0.00
Cell 3	38.00	0.00	36.00	0.00
Cell 4	47.50	0.00	45.00	0.00

56.0 Kbps

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	47.50	0.00	45.00	0.00
Cell 2	52.25	0.00	49.50	0.00
Cell 3	57.00	0.00	54.00	0.00
Cell 4	66.50	0.00	63.00	0.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.6. Transmission Function

First Channel Term

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	52.25	600.00	49.50	600.00
4.8 Kbps	80.75	600.00	76.50	600.00
9.6 Kbps	85.50	600.00	81.00	600.00
56.0 Kbps	130.63	600.00	123.75	600.00

Additional Channel Term.

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	52.25	354.25	49.50	354.25
4.8 Kbps	80.75	354.25	76.50	354.25
9.6 Kbps	85.50	354.25	81.00	354.25
56.0 Kbps	130.63	354.25	123.75	354.25

3.2.7. Channel Mileage

	<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
2.4 & 4.8 Kbps	23.75	1.80	22.50	1.60
9.6 & 56.0 Kbps	22.50	1.70	20.00	1.60

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.8. Optional Features

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Bridging	25.00	36.23	25.00	36.23
Secondary Channel				
2.4 Kbps	15.00	400.00	15.00	400.00
4.8 Kbps	20.00	400.00	20.00	400.00
9.6 Kbps	25.00	400.00	25.00	400.00
56.0 Kbps	30.00	400.00	30.00	400.00

3.2.9. Channel Termination

2.4/4.8/9.6 Kbps

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	23.75	0.00	22.50	0.00
Cell 2	28.50	0.00	27.00	0.00
Cell 3	38.00	0.00	36.00	0.00
Cell 4	47.50	0.00	45.00	0.00

56.0 Kbps

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Cell 1	47.50	0.00	45.00	0.00
Cell 2	52.25	0.00	49.50	0.00
Cell 3	57.00	0.00	54.00	0.00
Cell 4	66.50	0.00	63.00	0.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.10. Transmission Function

First Channel Term

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	52.25	600.00	49.50	600.00
4.8 Kbps	80.75	600.00	76.50	600.00
9.6 Kbps	85.50	600.00	81.00	600.00
56.0 Kbps	130.63	600.00	123.75	600.00

Additional Channel Term.

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	52.25	354.25	49.50	354.25
4.8 Kbps	80.75	354.25	76.50	354.25
9.6 Kbps	85.50	354.25	81.00	354.25
56.0 Kbps	130.63	354.25	123.75	354.25

3.2.11. Channel Mileage

	<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
2.4 & 4.8 Kbps	23.75	1.80	22.50	1.70
9.6 & 56.0 Kbps	23.75	1.80	21.25	1.60

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.12. Optional Features

	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Bridging	25.00	36.23	25.00	36.23
Secondary Channel				
2.4 Kbps	15.00	400.00	15.00	400.00
4.8 Kbps	20.00	400.00	20.00	400.00
9.6 Kbps	25.00	400.00	25.00	400.00
56.0 Kbps	30.00	400.00	30.00	400.00

3.2.13. Channel Termination

2.4/4.8/9.6 Kbps

	<u>Monthly</u>	<u>NRC</u>
Cell 1	21.25	0.00
Cell 2	25.50	0.00
Cell 3	34.00	0.00
Cell 4	42.50	0.00

56.0 Kbps

	<u>Monthly</u>	<u>NRC</u>
Cell 1	42.50	0.00
Cell 2	46.75	0.00
Cell 3	51.00	0.00
Cell 4	59.50	0.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.2. COMPLEX INTRASTATE RATES – DIGITAL DATA, Continued

3.2.14. Transmission Function

First Channel Term

	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	46.75	600.00
4.8 Kbps	72.25	600.00
9.6 Kbps	76.50	600.00
56.0 Kbps	116.88	600.00

Additional Channel Term.

	<u>Monthly</u>	<u>NRC</u>
2.4 Kbps	46.75	354.25
4.8 Kbps	72.25	354.25
9.6 Kbps	76.50	354.25
56.0 Kbps	116.88	354.25

3.2.15. Channel Mileage

	<u>Fixed</u>	<u>Per Mile</u>
2.4 & 4.8 Kbps	21.25	1.50
9.6 & 56.0 Kbps	18.75	1.50

3.2.16. Optional Features

	<u>Monthly</u>	<u>NRC</u>
Bridging	25.00	36.23
Secondary Channel		
2.4 Kbps	15.00	400.00
4.8 Kbps	20.00	400.00
9.6 Kbps	25.00	400.00
56.0 Kbps	30.00	400.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.3. PROMOTIONS

- 3.3.1. The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. Promotional offerings are subject to the availability of the services and may be limited to a specific geographical area, but will not have a duration of longer than six (6) months in any twelve (12) month period, starting from the effective date of the filed promotion. The Company will notify the Commission at least one (1) day in advance of any promotional offering.
- 3.3.2. Upon request, any Customer will be allowed to participate in a promotional offering, as long as the Company has access to the requisite facilities and capabilities to allow for such Customer participation.
- 3.3.3. The Company will provide the Customer with notice of the promotional and post-promotional rates for all promotional offerings involving usage-based or monthly rates. Such notice will be made to coincide with the promotion.
- 3.3.4. [Reserved for future use]
- 3.3.5. [Reserved for future use]
- 3.3.6. [Reserved for future use]

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Continued

3.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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 not offered under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

3.5. DISCOUNTS

For purposes of packaging services, the Company offers discounts from the rates set forth in this Tariff on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this Tariff.

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