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**Arent Fox**  
ATTORNEYS AT LAW

06 AUG 29 PM 3:50

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August 28, 2006

**Jeffrey E. Rummel**  
202/715-8479  
rummelj@arentfox.com

**BY OVERNIGHT DELIVERY**

Florida Public Service Commission  
Division of the Commission Clerk  
and Administrative Services  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**Re: Sunesys, Inc.**

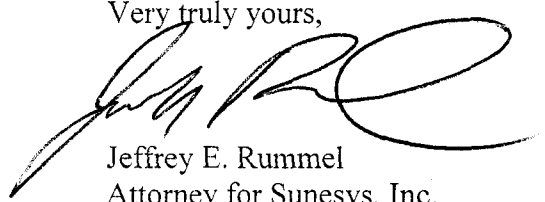
**Interexchange Registration Form**

Dear Sir/Madam:

Transmitted herewith on behalf of Sunesys, Inc. is an original and two (2) paper copies of Sunesys' Interexchange Registration Form, and tariff.

Should any questions arise with respect to this matter, please communicate directly with this office.

Very truly yours,



Jeffrey E. Rummel  
Attorney for Sunesys, Inc.  
Enclosures

*Original Tariff forwarded to CUP*

RECEIVED & FILED  
*[Handwritten initials]*

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
**07934 AUG 29 08**  
WASHINGTON, DC NEW YORK  
FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

ORIGINAL

Company Name Sunesys, Inc.  
 \_\_\_\_\_  
 F05000007569

Florida Secretary of State Registration No. \_\_\_\_\_

Fictitious Name(s) as filed at Fla. Sec. of State N/A  
 \_\_\_\_\_

Company Mailing Name Sunesys, Inc.  
 \_\_\_\_\_

Mailing Address 202 Titus Avenue, Warrington, PA 18976  
 \_\_\_\_\_

Web Address http://www.sunesys.com  
 \_\_\_\_\_

E-mail Address Paul.Bradshaw@infrasourceinc.com  
 \_\_\_\_\_

Physical Address 202 Titus Avenue, Warrington, PA 18976  
 \_\_\_\_\_

Paul T. Bradshaw

Company Liaison

Title Senior Counsel  
 \_\_\_\_\_

Phone (267) 927-2029  
 \_\_\_\_\_

Fax (267) 927-2090  
 \_\_\_\_\_

E-mail address Paul.Bradshaw@infrasourceinc.com  
 \_\_\_\_\_

Paul T. Bradshaw

Consumer Liaison to PSC

Title Senior Counsel  
 \_\_\_\_\_

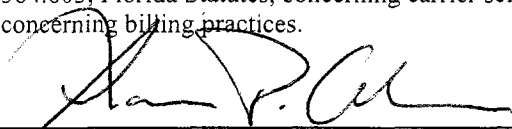
Address 202 Titus Avenue, Warrington, PA 18976  
 \_\_\_\_\_

Phone (267) 927-2029  
 \_\_\_\_\_

Fax (267) 927-2090  
 \_\_\_\_\_

E-mail address Paul.Bradshaw@infrasourceinc.com  
 \_\_\_\_\_

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
 \_\_\_\_\_  
 Signature of Company Representative

Lawrence P. Coleman  
 \_\_\_\_\_  
 Printed/Typed Name of Representative

August 14, 2006  
 \_\_\_\_\_  
 Date

Effective: 07/15/2003

DOCUMENT NUMBER-DATE  
 07934 AUG 29 8  
 FPSC-COMMISSION CLERK

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Sunesys, Inc., with principal offices at 202 Titus Avenue, Warrington, PA 18976. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By:

Lawrence P. Coleman  
President  
Sunesys, Inc.  
202 Titus Avenue  
Warrington, PA 18976

**CHECK SHEET**

The Title Sheet and Sheets 1 through 43 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(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>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

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President  
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202 Titus Avenue  
Warrington, PA 18976

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another Tariff location.
- (N) To signify a **new** rate, regulation, condition or Page.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text**, but no change to rate or charge.

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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 its tariff 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.

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Lawrence P. Coleman  
President  
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202 Titus Avenue  
Warrington, PA 18976



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**APPLICATION OF TARIFF**

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of interexchange telecommunications Services offered by Sunesys, Inc. ("Company") to Customers located within the State of Florida.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- E. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 202 Titus Avenue, Warrington, PA 18976.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By:

Lawrence P. Coleman  
President  
Sunesys, Inc.  
202 Titus Avenue  
Warrington, PA 18976

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Called Station:

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

Carrier:

A company authorized by the Florida Public Service Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.

Commission:

The Florida Public Service Commission

Company:

Sunesys, Inc.

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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer Premises:**

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

**Customer Premises Equipment (CPE):**

Equipment located at the Customer's Premises for use with Company's Services.

**Facility:**

Includes, in the aggregate or otherwise, but is not limited to, the following:

- |                      |             |
|----------------------|-------------|
| channels             | lines       |
| apparatus            | devices     |
| equipment            | accessories |
| communications paths | systems     |

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Force Majeure:**

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion, acts of terrorism 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 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; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, cable or fiber cut, acts of a third party, or other labor difficulties.

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**SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Interexchange Service:**

The portion of Service between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

**LATA:**

Local Access and Transport Area. A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Exchange Carrier:**

A company which furnishes local exchange telecommunications service.

**Premises:**

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

**Service(s):**

The interexchange telecommunications Services that Company offers pursuant to this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and terminating in any area within the State of Florida.
- 2.1.3. Company offers Services to Customers for the transmission and reception of data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. 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.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. CUSTOMER'S USE OF SERVICE**

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Resellers and rebillers of Company's service must be certified as Interexchange Carriers.
- 2.2.5. Service may not be used in any manner which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. CUSTOMER'S USE OF SERVICE, Continued**

- 2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.8. 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 Company.

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By:

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President  
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202 Titus Avenue  
Warrington, PA 18976

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. APPLICATION FOR SERVICE**

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. 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.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By: \_\_\_\_\_

Lawrence P. Coleman  
President  
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202 Titus Avenue  
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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. DEPOSITS/PRE-PAYMENTS**

- 2.4.1. To safeguard its interests, Carrier may require an applicant or Customer to make a deposit to be held as a guarantee for the payment of charges or a pre-payment.
- 2.4.2. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.4.3. The deposit or pre-payment will not exceed an amount equal to two and one-half months' estimated charges for such service(s).
- 2.4.4. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation.
- 2.4.5. Each applicant or Customer from whom a deposit is collected will be given a receipt in accordance with the rules and regulations of the Commission pertaining to customer deposits.

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Effective: \_\_\_\_\_

By: \_\_\_\_\_

Lawrence P. Coleman  
President  
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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. DEPOSITS/PRE-PAYMENTS, Continued**

- 2.4.6. Simple interest will be credited or paid to the Customer at the rate of seven percent (7%) per annum while Carrier holds the deposit. Interest shall be paid annually to the Customer or, at the option of the Customer, shall be applied to the Customer's bill.
- 2.4.7. A deposit may be required in addition to a pre-payment. The sum of any deposit and any pre-payment shall not exceed an amount equal to two and one-half months' estimated charges for such service(s).
- 2.4.8. When a service or facility is discontinued, the amount of a deposit, if any, relating to such service or facility will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, Carrier will return the deposit or credit it to the Customer's account.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. CREDIT**

- 2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:
- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
  - B. Providing a suitable guarantee in writing, in a form prescribed by Company;  
or
  - C. Paying a cash deposit pursuant to Section 2.4.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. PROVISION AND MAINTENANCE OF SERVICE**

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.3. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By: \_\_\_\_\_

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President  
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Warrington, PA 18976

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. MINIMUM SERVICE PERIOD**

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay 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 Service period obligation.
- 2.7.2. 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.

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President  
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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES**

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.8.4. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.5. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.6. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.8.7. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By:

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President  
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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8 CUSTOMER RESPONSIBILITIES, Continued**

2.8.8. The Customer is responsible 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 Company's network without the authorization of the Customer.

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Issued: \_\_\_\_\_  
By: \_\_\_\_\_

Effective: \_\_\_\_\_

Lawrence P. Coleman  
President  
Sunesys, Inc.  
202 Titus Avenue  
Warrington, PA 18976

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING**

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Invoices of \$20.00 or more that are not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent, or the highest rate allowed by law, late payment charge for the unpaid balance.
- 2.9.3. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.6. Provided if disputed bill is correct, late payment charges should apply retroactive to the original due date.
- 2.9.4. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of \$25.00.
- 2.9.5. Billing disputes should be addressed to Company's Billing organization at the following address: Sunesys, Inc., 202 Titus Avenue, Warrington, PA 18976, Attn: Finance and Accounting Department.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.6. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
  - B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
  - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
  - D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
  - E. Company will respond to the Commission's requests for information within ten (10) business days.
  - F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

2.9.6 Disputed Bills, continued

- G. After the investigation and review are completed by the Commission, as noted in Subsection A, such amount becomes due and payable. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the Commission's review of the dispute.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. TAXES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

**2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE**

- 2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.11.2. Credit allowances will be given in accordance to this Section 2.11. for interruptions of Service which are not due to an event of Force Majure, 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 or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 2.11.3. For purposes of computing a credit under Section 2.11. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues beyond two hours after the Company's receipt of notice of the interruption from the Customer.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER**

- 2.12.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service an early termination charge will apply.
- 2.12.4. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred and any other applicable charges before the Customer changed the original order.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY**

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction; or
- H. In the event of unauthorized or fraudulent use of Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY, Continued**

2.13.2. Company may discontinue Service without liability upon ten (10) days written notice to the Customer via first-class mail prior to discontinuance of Service:

- A. For violation of this Tariff, except as provided in Section 2.14.1., including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information.

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

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. RESTORATION OF SERVICE**

- 2.14.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.14.2. 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.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LIMITATION OF LIABILITY**

2.15.1. Company will not be liable to the Customer or any user of the Company's Services for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over Company's facilities; or
- D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LIMITATION OF LIABILITY, Continued**

2.15.1. Continued

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents, representatives or invitees; or
- J. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LIMITATION OF LIABILITY, Continued**

2.15.1. Continued

- K. Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:
  - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers.
  - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
  - 3. A third party.
- L. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LIMITATION OF LIABILITY, Continued**

- 2.15.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set forth in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.15.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LIMITATION OF LIABILITY, Continued**

2.15.7 Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity 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. 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. NOTICES**

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, registered or certified, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION**

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure 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 must be such as not to cause damage to Company provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued**

- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized 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 must be provided at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.18 PROMOTIONAL OFFERINGS**

Company may make promotional offerings of its Tariffed services which may include reducing or waiving applicable charges for the promoted Service. No individual promotional offering will exceed six (6) 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. At the Company's option, a letter outlining the promotion may be filed with the Commission in lieu of filing Tariff language.

**2.19 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Specialized rates, charges and services shall be available to similarly situated customers on a non-discriminatory basis. Unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become part of, said contract. All ICB arrangements will be made available to the Commission upon request.

In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1. APPLICATION OF RATES**

3.1.1. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of facilities and Services;
- B. Monthly Rates for availability and use of facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Service Areas

- A. Unless otherwise specified in this Tariff, Company's interexchange Service area is statewide.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.1.3. Services are offered by the Carrier via its own facilities and/or the facilities of other carriers. Services are offered as one-way or two-way communications services, as specified. Special construction charges may apply in each case. Services may not be available to all Customers. Such services may not be accompanied by 411, 911 or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month or at certain times in excess of certain thresholds.

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**SECTION 3 - DESCRIPTION OF SERVICE, continued**

**3.1. APPLICATION OF RATES, continued**

3.1.4. Service Establishment Charges

- A. Service Establishment Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Establishment Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Establishment Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Establishment Charges, along with any additional costs that may be involved.
- F. Service Establishment Charges for the initial establishment of Service are payable with the first bill rendered for Service.

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**SECTION 3 - DESCRIPTION OF SERVICE, continued**

**3.2. GENERAL DESCRIPTION OF SERVICE**

- 3.2.1 The Company will furnish a non-switched, digital fiber-optic communications network capable of providing high-speed dedicated access and multiplexing services to large commercial, non-profit, and government entities. Company's primary business activities fall into two categories (i) the leasing of dedicated fiber optic facilities constructed and owned by Company to large commercial users and governmental entities, and (ii) the provision of managed metropolitan Ethernet network services, over fiber optic facilities constructed and owned by the Company, to school and library systems. The Company does not currently provide services to residential customers nor does the Company anticipate providing residential service in the future. Finally, the Company provides data services only and does not intend to offer either voice grade service or service directly to end users.
- 3.2.2 The Company offers its services subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

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**SECTION 4- RATES AND CHARGES**

**4.1. BUSINESS SERVICE**

4.1.1 ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Specialized rates, charges and services shall be available to similarly situated customers on a non-discriminatory basis. Unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become part of, said contract. All ICB arrangements will be made available to the Commission upon request.

4.1.2 Service Establishment Charges

- a. Dark Fiber (per fiber mile) ICB
- b. Gigabit Ethernet (per site) ICB
- c. Point to Point T-1 Services (per site) ICB
- d. Baseband Video Transmission Services (per site) ICB
- e. Broadband Video Transmission Services (per site) ICB

4.1.3 Recurring Service Charges

- a. Dark Fiber (per month/per fiber mile) ICB
- b. Gigabit Ethernet (per month/per site) ICB
- c. Point to Point T-1 Services (per month/per site) ICB
- d. Baseband Video Transmission Services  
(per month/per site) ICB
- e. Broadband Video Transmission Services  
(per month/per site) ICB

4.1.4 Usage

Usage charges are included in the recurring service charges.

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**SECTION 4- RATES AND CHARGES, continued****4.2 REGULAR WORKING HOURS, EXCEPTIONAL WORKING HOURS, AND HOLIDAY HOURS**

For purposes of exceptional working hours and holidays the rates and charges specified in this Tariff contemplate that all work in connection with furnishing (not repairing) or rearranging service will be performed during regular working hours. Whenever a customer requests that such work be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional cost incurred by the Company as a result of the customer's special requirements. A customer may also be required to pay the amount of additional cost incurred by the Company resulting from the customer's special requirements. The customer will be informed of such estimated cost prior to its occurrence by the Company.

Business Day:	8:00 a.m. - 5:00 p.m. - Monday – Friday
Evening:	5:00 - 11:00 p.m. Sunday - Friday and all Holidays*
Night/Weekend:	11:00 p.m. - 8:00 Weeknights; 8:00 a.m. - 11:00 p.m. - Saturday; 8:00 a.m. - 5:00 p.m. - Sunday

The hours listed above do not have any application to the services contained in this Tariff other than to differentiate regular and exceptional work hours.

- \* Holidays include New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

The Company normally observes holidays falling on a Sunday on the following Monday and holidays falling on a Saturday on the preceding Friday.

**Repair Service Charges (not including materials)**

Business hours:	\$100.00 per hour
Non-Business hours and holidays:	\$175.00 per hour

Issued: \_\_\_\_\_  
By: \_\_\_\_\_

Effective: \_\_\_\_\_

Lawrence P. Coleman  
President  
Sunesys, Inc.  
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