

PEERLESS NETWORK OF DELAWARE, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
LOCAL SERVICE TARIFF
Business Customers Only
Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Delaware Inc.

The Company's tariff is in concurrence with all applicable State and Federal Laws and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

LIST OF MODIFICATIONS

Page(s) Affected By Supplement	Changes Made
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

CHECK SHEET

Pages inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

CHECK SHEET

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

- C - Change in regulation or text
- D - Decrease in rates
- I - Increase in rates
- M - Move of tariff material to a different page or location on a page
- R - Reduction in rate
- T - Text change in regulation that does not affect application of rate

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level;
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DEFINITIONS

AGENCY

For 911 or E911 service, the government agency(ies) 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 for a period (night service).

AUTHORIZED USER

A person, corporation or other entity that 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.

ATTENDANT

An operator of a PBX console or telephone switchboard.

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.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CARRIER

PEERLESS NETWORK OF DELAWARE, LLC, the issuer of this tariff.

CENTRAL OFFICE

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DEFINITIONS

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.

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.

COMPANY

PEERLESS NETWORK OF DELAWARE, LLC the issuer of this tariff.

COMMISSION

Delaware Public Service Commission

CUSTOMER

The person, firm, corporation, or other entity, which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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.

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.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

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.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DEFINITIONS

DUAL TONE MULTI-FREQUENCY (“DTMF”)

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

E911 SERVICE AREA

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

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.

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.

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.

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.

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” is the area within which the Company provides local and long distance (“intraLATA”) service. Long distance companies provide service for calls to numbers outside the area (“interLATA”).

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DEFINITIONS

LINK

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

LOCAL CALL

A call that, 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.

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 extends from the serving central office to the originating and to the terminating point.

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.

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.

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DEFINITIONS

PRIVATE BRANCH EXCHANGE SERVICE (“PBX”)

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.

RATE CENTER

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

REFERRAL PERIOD

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.

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.

TOLL CALL

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Company as follows:

The furnishing of local exchange end-user communications services to nonresidential customers within the State of Delaware.

Initially, the Company will not offer service to residential customers. If at any time it does, the Company will comply with all relevant rules and regulations listed in this tariff.

1.1.1 Service Territory

PEERLESS NETWORK OF DELAWARE, LLC will provide service within the service areas of Verizon Delaware Inc., and Verizon North Inc.

1.1.2 Availability

Service is available where facilities permit.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Delaware.

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

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.2 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- B. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- C. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- D. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.2 Limitations on Liability (continued)

- E. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 4. Any act or omission in connection with the provision of 911, E911 or similar services;
 5. Any non-complete call due to network busy conditions.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.2 Limitations on Liability (continued)

F. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

3. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or ability to not be preempted as may be provided by the other entities.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.2 Limitations on Liability (continued)

4. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
5. The Company's liability, if any, will be limited to the lesser of:
 - (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
 - (b) the sum of \$1,000.00.
- G. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- H. Company's entire liability with respect to any service provided to customer (including without limitation with respect to the installation, delay, provisions, termination, maintenance, repair, interruption or restoration of any such services) shall not exceed an amount equal to the charge applicable for the period during which services were affected. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service (continued)

2.1.5 Directory Errors (continued)

- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks)
- D. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- E. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS**2.2 Minimum Period of Service**

The Minimum Period of Service is one month except as otherwise provided in this Tariff. 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 premise entirely, the period of service at each location is accumulated to calculate if the customer has met the Minimum Period of Service obligation.

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.

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.

The Company may offer services, which require a minimum use guarantee ("MUG") wherein the customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

Should the customer choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the customer will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless customer converts to another Company service with equal or greater term and minimum usage commitment. If no termination of customer's contract, customer will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2.1 Termination Liability Charge

If a Subscriber terminates business network switched or dedicated services, to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the Subscriber shall pay to the Company an early termination liability charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate for the Company service(s) or feature(s) multiplied by the number of months remaining in the contract term.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Payment for Service Rendered

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

The Company will not require deposits from customers for service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Payment for Service Rendered (continued)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly, in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S Mail, or at any location designated by the Company. All bills are presumed accurate and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within thirty (30) days after the invoice date. If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals therefrom. If the Company does not receive objection within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an object may be considered or if the customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if the Company does not receive objection within two months after the bill is rendered.

2.3.4 Return Check Charge

When a check, which has been presented by a customer to the Company as payment for services is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of **\$25.00**.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Payment for Service Rendered (continued)

2.3.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made not more than five (5) days after the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% per month will be applied to all unpaid and overdue amounts previously billed under this Tariff, excluding one month's local service charge. The rate, when annualized, may not exceed 15% per annum—computed by the simple interest method—and may not include previously accrued late payment charges. A late payment charge may not be assessed against an outstanding security deposit. An additional charge, fixed fee or penalty designed to recover the cost of a subsequent rebilling may not be charged.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Delaware. These agencies are required to make payment in accordance with applicable state law.

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Payment for Service Rendered (continued)

2.3.6 Customer Overpayments (continued)

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 Installation Service

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 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.

2.6 Telephone Surcharges/Taxes

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation telephone relay service contributions, sales, use, gross receipts, excise, or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service

2.7.1 General

Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice being given by the Customer to the Company five (5) days in advance of the desired date of termination. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this Section or elsewhere in this tariff.

- A. Specifically, in case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.
- B. Specifically, in the case of special equipment for which the minimum contract period is in excess of one month at the same location, the termination charges are such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.

2.7.2 Conditions of Termination

Service may be terminated by the Customer after the expiration of the minimum contract period, upon oral or written notice given by the Customer to the Company five (5) days in advance of the desired date of termination specifying the date on which it is desired that service be discontinued. The Company shall thereafter render a final bill to the Customer for all services furnished, any applicable termination charges or fees as provided in this tariff. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)

2.7.3 Suspension of Service

The Company will suspend service in accordance with applicable Commission rule and state statute. The Company may suspend or refuse service for any of the reasons stated below:

- A. For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.
- B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer.
- C. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.
- D. For failure to make payment in accordance with the terms of any deferred payment agreement.
- E. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- F. For violation or noncompliance with a Delaware Public Service Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Delaware Public Service Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)

2.7.3 Suspension of Service (continued)

- I. For failure to pay past due bill of a previous Customer of the premises to be served, provided that the Applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the Applicant.
- J. Without notice in the event that the Customer's use of equipment adversely affects the Company's service to others.
- K. Without notice in the event that the Customer's use of equipment will endanger public safety or health.
- L. For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.
- M. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- N. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- O. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
- P. Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- Q. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s).

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)

2.7.4 Notice of Termination

The Company shall mail or deliver written notice to the Customer at least 7 days before the date of suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or non-basic service, or both.

2.7.5 Reserved for future use.

2.7.6 Details of Notice

Notice of suspension shall clearly and fully include the following information, where applicable, in conspicuous print:

- A. Reason for the proposed suspension.
- B. Statement of accounts currently due, and of a required deposit.
- C. Statement that a Restoration of Service charge will apply to have service restored after it has been suspended.
- D. Date on or after which service will be suspended unless one of the following occurs:
 - 1. Payment is received in full.
 - 2. Grounds for suspension are otherwise eliminated.
 - 3. A deferred payment agreement is entered into in the good faith discretion of the Company.
 - 4. A dispute is filed with the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension, Termination, Discontinuation or Refusal of Service (continued)

2.7.7 Restoration of Service

The Company shall not suspend nor refuse to restore service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency service by telephone is retained.

Such physician certification may initially be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven (7) days.

Service shall not be suspended for the period specified in the certification, however, the maximum length of the certification shall be thirty (30) days.

When service is required to be restored for emergency conditions, the Company shall make a diligent effort to have service restored on the date of the medical certification, and shall restore service by the end of the next working day.

When service is restored or suspension postponed under medical emergency procedures, the Customer shall make timely payment for all service subsequent to the restoral or postponement of suspension, and shall restrict toll usage to an amount no greater than \$25.00 in a billing period while the medical certification is in effect.

When certification expires, the original grounds for suspension are revived and the Company may suspend service without additional written notice if prior notice of suspension was given, the Customer failed to make payment arrangements, and the Company makes a reasonable attempt to contact the Customer at least twenty-four (24) hours before suspension.

The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Suspension or Termination of Service (continued)

2.7.8 Notice of Termination after Suspension

The Company may terminate service when at least 10 days have passed since suspension of service. Immediately after suspension of service, a termination notice which conforms to the suspension notice and indicating how the Customer may arrange to have service restored will be mailed the Customer's billing address. The termination notice will include a medical emergency restoration notice. The notice will indicate the date service will be terminated and explain that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs. The Company may terminate for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.8 Additional Provisions Applicable to Business Customers

2.8.1 Application of Rates

A. Business rates as described in this Tariff apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. At any location when the listing or public advertising indicates a business or a profession;

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Additional Provisions Applicable to Business Customers (continued)

2.8.1 Application of Rates (continued)

A. Business rates as described in this Tariff apply to service furnished: (continued)

4. At any location where the service includes an extension, which is at a location where business rates apply unless the extension is restricted to incoming calls;

5. At any location where the customer resells or shares exchange service;

B. Public Access Line service is classified as business service regardless of the location.

C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.8.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.8.3 Deposits

The Company will not require deposits from customers for service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Additional Provisions Applicable to Business Customers (continued)

2.8.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.9 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.9.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Allowances for Interruptions in Service (continued)

2.9.1 Credit for Interruptions (continued)

C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

1. if interruption continues for less than 24 hours:

- (a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
- (b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2. if interruption continues for more than 24 hours:

- (a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- (b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Allowances for Interruptions in Service (continued)

2.9.1 Credit for Interruptions (continued)

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

2.9.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- B. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- C. interruptions of service due to circumstances or causes beyond the control of the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.10 Automatic Number Identification

2.10.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

2.10.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS

2.11 Individual Case Basis

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing.

Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.1 Connection Charge

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoration of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges:

1. Service Order
2. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- A. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

Per Order	\$50.00
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- B. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

Per Premises Visit, Business:	\$50.00
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.1 Connection Charge (continued)

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

3.1.3 Special Construction

A. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

B. Basis for Rates and Charges

The costs referred to in 3.1.1 preceding may include one or more of the following items to the extent that they are applicable:

1. Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor, and supervision,
 - (c) transportation, and
 - (d) right of way;
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
4. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.2 Restoral Charges

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Restoral Charge per occurrence	\$100.00
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3.3 Moves, Adds, Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order:	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$50.00	\$50.00	\$50.00

3.4 Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

Record Work Only	\$25.00
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A Record Order Charge does not apply when a Service Order charge also applies.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.5 Toll Presubscription

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

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

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

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

- B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.
- C. Presubscription Charge Application
1. End user choices for toll presubscription:
 - ▶ Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other non-presubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - ▶ Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.5 Toll Presubscription (continued)

C. Presubscription Charge Application (continued)

2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.
3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

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

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

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.5 Toll Presubscription (continued)

D. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

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

2. Verification of Orders for Telemarketing

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

E. PIC Switchback Option-Business/Residence

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

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.5 Toll Presubscription (continued)

E. PIC Switchback Option-Business/Residence (continued)

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

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

Charge, manual change:	\$1.00
Automatic:	\$0.00

3.6 Caller ID Blocking

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

Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or

Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES

3.6 Caller ID Blocking (continued)

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future, which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 3 – CONNECTION CHARGES**3.7 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), a per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.65

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.1 General

- 4.1.1 Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:
- A. receive calls from other stations on the public switched telephone network;
 - B. access the Company's local calling service;
 - C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
 - D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- 4.1.2 Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

4.2.1 Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order		\$50.00
-Per Visit	(1 hour)	\$50.00
-After Hours	(1 hour)	\$100.00
Line Connection		\$50.00
Service Order		\$50.00

Custom Calling Features are also available as described in Section 5.1 of this tariff.

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.2 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

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

B. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge \$10.00

Monthly Recurring Charges:

Business Single Line (per line) \$20.00

Business Multi-Line (per line) \$25.00

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service

A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service will allow callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

B. Flat Rate Analog PBX Trunks

1. General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in Section 10.

2. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge: \$10.00

Monthly Recurring Charges: \$30.00

Terminal Numbers:

1-10 lines in terminal group \$5.00

11-20 lines in terminal group \$10.00

21 + lines in terminal group \$15.00

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

C. Message Rate Analog PBX Trunks

1. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

2. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 7.2.1 of this tariff.

Nonrecurring Connection Charge: \$10.00

Monthly Recurring Charges: \$30.00

Terminal Numbers:

1-10 lines in terminal group \$5.00

11-20 lines in terminal group \$10.00

21 + lines in terminal group \$15.00

3. Message Usage Charges

Per Message Charge \$0.01

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

D. Analog DID Trunks

Nonrecurring Connection Charge \$10.00

Monthly Recurring Charges (per trunk) \$5.00

DID Station Numbers:

- Each Group of 20 \$1.00

- Each Group of 100 \$12.00

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

E. Digital PBX Trunk Service

1. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.3 PBX Trunk Service (continued)

E. Digital PBX Trunk Service (continued)

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge: \$250.00

Monthly Recurring Charges:

Flat Rate:

- Facility \$100.00

- Per Active Channel (DID) \$10.00

- Per Active Channel (DOD) \$10.00

Message Rate:

- Facility \$100.00

- Per Active Channel (DID) \$10.00

- Per Active Channel (DOD) \$10.00

3. Message Usage Charges

Per Message Charge \$0.01

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 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 4.0 - BUSINESS NETWORK SWITCHED SERVICES

4.2 Service Descriptions and Rates (continued)

4.2.4 IP Control

IP Control is a DID voice line equivalent service used to connect the public switched telephone network and a Customer's IP-based telephony equipment for the transmission of voice, data, or video traffic using session initiation protocol (SIP). IP Control may be provisioned using Company or Customer provided access.

Trunk and port charges will be based on DS0-equivalent concurrent SIP sessions derived by taking the total incoming DID traffic divided by 7,000,000 minutes multiplied by 672. A minimum 24 DS0 equivalent SIP sessions is required and each additional concurrent SIP session will be billed individually.

When customer provided access is used (including but not limited to public internet access), trunk and End User Common Line (EUCL) charges will not apply. EUCL charges will be applied according to the Peerless Network FCC tariff for all Company provided access.

Monthly Recurring Charges (MRC)DID Charges Per DID

	<u>MRC</u>
0 – 999,999 minutes of use per account	\$0.015
1,000,000 – 4,999,999 minutes of user per account	\$0.10
5,000,000 – 24,999,999 minutes of use per account	\$0.07
Greater than 25,000,000 minutes of use per account	\$0.05

Port Charges

Per DS0 Equivalent	\$3.00
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Trunk Charges

Per DS0 equivalent	\$12.50
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Non-Recurring Charges (NRC)Installation Charge

Per DS1 equivalent	\$500.00
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 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 - SUPPLEMENTAL SERVICES

5.1 Custom Calling Services

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING \$1.00

Provides a tone signal when a second call is coming in on a busy line.

CALL FORWARDING-Variable \$1.00

Permits a customer to automatically transfer all incoming calls to another dialable telephone number.

THREE-WAY CALLING \$1.00

Adds a third party to an established connection without operator assistance.

SPEED CALLING - 39 Number List \$1.00

Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.

SECTION 5- SUPPLEMENTAL SERVICES

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

CALL TRACE per activation \$1.00

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.

CALL SCREENING \$1.00

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

SECTION 5- SUPPLEMENTAL SERVICES

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

CALLER ID \$3.00

This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.

CALLER ID WITH NAME \$5.00

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

SECTION 5- SUPPLEMENTAL SERVICES

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

BUSY LINE TRANSFER \$1.00

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. *This feature is not compatible with Call Waiting or Direct Inward Dialing Service.*

SECTION 5- SUPPLEMENTAL SERVICES

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

MESSAGE WAITING TONE \$1.00

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.

CUSTOMER CONTROL OPTION

Allows the customer to activate/deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer	\$1.00
--------------------	--------

Alternate Answering	\$1.00
---------------------	--------

REMOTE CALL FORWARDING

First	\$5.00
-------	--------

Second	\$5.00
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Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

SECTION 5- SUPPLEMENTAL SERVICES

5.1 Custom Calling Services (continued)

5.1.2 Feature Descriptions and Rates (continued)

900 SPECIAL ACCESS CODE BLOCKING N/C

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

976 PREFIX BLOCKING SERVICE N/C

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

Per Activation

AUTOMATIC CALL BACK \$1.00

Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.2 Service and Promotional Trials

5.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

5.2.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.3 Operator Assistance Surcharges

5.3.1 General

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

5.3.2 Operator Assistance Surcharges -- Rate Schedule

PERSON-TO-PERSON \$5.00

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

BILLED TO A THIRD NUMBER \$5.00

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)

COLLECT CALLS \$5.00

Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.3 Operator Assistance Surcharges (continued)

5.3.2 Operator Assistance Surcharges -- Rate Schedule (continued)

CALLING CARD ASSISTANCE

Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.

Automated Assistance (where available)	\$5.00
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Non-Automated Assistance	\$10.00
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SENT - PAID/OPERATOR ASSISTED	\$5.00
--------------------------------------	--------

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.

BUSY LINE VERIFICATION	\$5.00
-------------------------------	--------

Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.

BUSY LINE VERIFY AND INTERRUPT	\$5.00
---------------------------------------	--------

Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.

 COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.4 Directory Services

5.4.1 General

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

5.4.2 Directory Services -- Rate Schedule

ALPHABETICAL DIRECTORY LISTING N/C

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

DIRECTORY ASSISTANCE CALL

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call \$1.00

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.5 Direct Inward Dial (DID) Service

5.5.1 General

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.5 Direct Inward Dial (DID) Service (continued)

5.5.2 Direct Inward Dial Service -- Rate Schedule

	<u>MRC</u>	<u>NRC</u>
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	\$50.00	\$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	\$50.00	\$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$50.00	\$50.00
DID Number Charges		
Each group of 10 assigned DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Business DID Service from a Remote Central Office		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	\$50.00	\$50.00

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222 S Riverside Plaza, Suite 2730
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.6 2-Way Direct Inward Dial (DID) With Call Transfer

5.6.1 General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 – SUPPLEMENTAL SERVICES

5.7 Miscellaneous Services

Monthly Rate

TOLL RESTRICTION SERVICE

Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.

- per line equipped \$1.00

Toll billing exception that prevents third number billed and collect call is also a customer option.

5.8 Customer Requested Service Suspensions

5.8.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

5.8.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of SuspensionCharge

- First Month or Partial Month Regular Monthly Rate (no reduction)

- Each Additional Month
(up to the one year limit) 1/2 Regular Monthly Rate

5.9 Emergency Services (Enhanced 911)

Allows the Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 911 provider for display at the Public Service Answering Point (PSAP). For more information, please see Section 7 of this tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 6 – SERVICE AREAS

6.1 General

Each exchange within the Company’s service area within Delaware is assigned to a Zone, which is used to specify Business Local Flat and Local Measured Rates. Section 6.2 lists the Company’s Delaware local calling areas.

Zone One indicates contiguous exchanges and are considered local calls. All calls made to locations other than those included in Zone One are considered intraLATA toll calls.

A. Company Rate Centers

For the purpose of determining measured local use and local calling areas, the Company’s service area within the State of Delaware (unless noted otherwise) is divided into the following zones. The zones include:

Angola, Bridgeville, Camden, Dagsboro, Delaware City, Delmar, Dover, Felton, Frederica, Georgetown, Greenwood, Gumboro, Harrington, Hartly, Hockessin, Holly Oak, Laurel, Lewes, Middletown, Milford, Millsboro, Milton, Newark, New Castle, Ocean View, Rehoboth, Seaford, Selbyville, Smyrna, Wilmington

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.1 Emergency Telephone Number Service

7.1.1 Terms

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

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

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

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

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

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a non facilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.1 Emergency Telephone Number Service (continued)

7.1.2 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

If applicable state statute or Commission rule require the collection of a per line fee for the cost of 9-1-1 service, the Company will collect any such fee on behalf of authority responsible for provide the service.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

7.1.3 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set in industry standard documents.
- B. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- C. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.1 Emergency Telephone Number Service (continued)

7.1.3 Regulations (continued)

- D. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- E. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- F. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- G. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.1 Emergency Telephone Number Service (continued)

7.1.3 Regulations (continued)

- H. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.2 Enhanced Universal Emergency Telephone Number Service

7.2.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

7.2.2 Regulations

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- B. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- C. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- D. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – SPECIAL SERVICES AND PROGRAMS

7.2.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.