

CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC

RESELLER OF TOLL TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold interexchange telecommunications services provided by Cypress Communications Operating Company, LLC ("Cypress" or "Company") within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected, during normal business hours, at the Company's principal place of business, 4 Piedmont Center, Suite 600, Atlanta, Georgia 30305.

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 Any provisions contained in this Tariff that are inconsistent with the foregoing will be deemed inoperative and superseded.

Issued: February 17, 2009

Effective: March 19, 2009

Issued by:
Stephen L. Schilling, President & CEO
4 Piedmont Center, Suite 600
Atlanta, GA 30305

LIST OF MODIFICATIONS

<u>PAGE</u>	<u>REVISION</u>	<u>DESCRIPTION</u>
Title	1 st Revised	Changed "INC" to "LLC" in company name.
0.5	Original	Original List of Changes
Preface-1	1st Revised	Revised Check Sheet, Changed "INC" to "LLC" in company name.

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CHECK SHEET

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CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO FURNISHING COMPETITIVE INTRASTATE ACCESS SERVICES

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff contains the descriptions, regulations, and schedule of rates and charges applicable to the furnishing of competitive intrastate access services furnished by Cypress Communications Operating Company, LLC (Company). The Company will mirror the local exchange calling areas and exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company of Pennsylvania. Local exchange calling areas and rate classes are listed in Section 10, PA P.U.C. Tariff No. 3.

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

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PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Effective Date: December 30, 2000

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CHECK SHEET

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EXPLANATION OF NOTES

(C) Change

(D) Decrease in rate

(I) Increase in rate

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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:
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- 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.

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Cypress network switching center.

Account Code - A numeric code which enables a Customer to identify individual users for administrative purposes.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calls - Telephone messages completed by Customers or users.

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company or "Cypress" - Cypress Communications Operating Company, Inc.

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

Holidays - Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Tariff - The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by a telephone utility in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User or End User - A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this Tariff.

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OFFICALLY FILED TARIFF

Section 1 - APPLICATION OF TARIFF

- 1.1 This Tariff contains the regulations and rates applicable to facilities-based interexchange telecommunications services provided by the Company within the Commonwealth of Pennsylvania. These services are provided by Company for telecommunications originating within the calling party's local calling area and terminating within an exchange outside of the calling party's local calling area. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.2 The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of Company.
- 1.3 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.
- 1.4 Cypress will provide facilities-based interexchange telecommunications services on a 24-hour basis. Cypress maintains a highly qualified Customer service staff accessible via a toll-free number. When applying for service each prospective Customer will be required to furnish Cypress with the following information:
- (a) Name of the party who will be responsible for payment for the interexchange service provided;
 - (b) Address or exact location of the premises where interexchange service is to be provided and billed.
- 1.5 Service shall be considered initiated hereunder upon the earlier of the following:
- (a) First use by the Customer of the Cypress service, and/or,
 - (b) The receipt by Cypress of a Customer's initial payment for Cypress service.
- 1.6 Service is provided and billed on the basis of usage, except as otherwise specified herein, beginning on the date that billing becomes effective, and continues to be provided after the initial period until the Customer requests cancellation or until Cypress disconnects service pursuant to the provisions of this Tariff.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Facilities-based interexchange telecommunications services are furnished in accordance with the conditions and regulations which are set forth in the body of this Tariff.

2.1.2 Limitations

- A. Service is offered subject to the availability of facilities as provided under this Tariff.
- B. Cypress reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this Tariff.
- C. All facilities provided under this Tariff are controlled by Cypress and the Customer may not transfer or assign the use of service of facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- D. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company

- A. Except as otherwise stated in this section, the liability of Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5, Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

D. Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Company; or (3) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal action taken against Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over Company's facilities;
6. Changes in any of the facilities, operations or procedures of Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Company and is not provided to the Customer, in which event Company's liability is limited as set forth in section 2.1.3;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

D. Company shall not be liable for any claims for loss or damages involving:
(Cont'd)

- 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8. 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 Company's facilities;
- 9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for Company and/or is not authorized by Company;
- 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- 12. Any noncompletion of calls due to network busy conditions;
- 13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

- E. 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 Company.
- F. 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 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 nonpreemptibility as may be provided by the other entities.
- G. Any claim of whatever nature against Company shall be deemed conclusively to have been waived unless presented in writing to Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- H. 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Initial Service Periods and Termination of Service

The initial service period is one (1) month except as specified in other sections of this Tariff. The initial service period of any class may be greater than that specified above, or elsewhere in this Tariff, when facilities are not available and the Customer's location or the character or quantity of the service requested is such that, upon termination of the Customer's use thereof, the required facilities are not likely to be useful as a part of a properly designed telephone distribution system serving telephone users in or beyond the Customer's location.

2.1.5 Credit Allowances for Interruption of Service

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, is subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

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SECTION 2 – REGULATIONS (Cont'd)

2.2 Responsibilities of the Subscriber

- 2.2.1 The Subscriber is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that Users comply with Tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.2.2 The Subscriber must pay Company for replacement or repair of damage to the equipment or facilities of Company caused by negligence or willful act of the Subscriber, Users, or other, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.2.3 The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
- 2.2.4 The Subscriber shall indemnify and save Company harmless from all liability disclaimed by Company in this Tariff, arising in connection with the provision of service by Company, and shall protect and defend Company from any suits or claims against Company and shall pay all expenses and satisfy all judgments rendered against Company in connection herewith. Company shall notify the Subscriber of any suit or claim against Company of which it is aware.

2.3 Use of Service

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law.

2.4 Customer Equipment and Channels

Service furnished by Cypress may be connected with services or facilities of another participating company or may be provided over direct or switched facilities which are solely provided by local utilities and/or interexchange carriers other than Cypress. Service furnished by Cypress is not part of a joint undertaking with such other carriers.

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SECTION 2 – REGULATIONS (Cont'd)

2.5 Advance Payments and Deposits

Cypress may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to two-month's estimated charges, as determined by Cypress. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

2.5.1 Deposits

Cypress may require a Customer to make a deposit to be held as a guarantee for payment of charges. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or
- B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an advance payment.

When a service or a facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, Cypress may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate consistent with the Pennsylvania Public Utility Commission where the Customer is billed. Customers who present a credit risk may also be required, at any time, to provide other assurances of, or security for, the payment of Cypress' charges for its services as deemed necessary, including without limitation, advance payments for service, third party guarantees or payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposits or other security may be increased or decreased by Cypress, as it deems appropriate in the light of changing conditions.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills

2.6.1 Rendering of Bills

Regular Customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the Customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears. Reasonable Customer requested adjustments to monthly bills may be made if the Customer brings the desired adjustment to Cypress' attention within sixty (60) days of issuance of the bill. Cypress reserves the right to extend the period for adjustments beyond the sixty (60) day period if, in Cypress' judgment, the situation so warrants.

2.6.2 Due Dates

Customer payments are considered prompt when received by Cypress or its agent by the due date on the bill. The due date is twenty (20) days after the date on which the bill is rendered. Any Customer not paying within twenty (20) days is considered delinquent.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.3 Payment for Service

The rates specified in this Tariff are rates based on usage, billed monthly and payable in arrears. All Customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Cypress. Until acknowledged, no change in date of timely payment is recognized by Cypress. The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges and Advance Payment and Deposit as specified elsewhere in this Tariff. The Customer is held responsible for all charges for services furnished at the Customer's request and for all toll service furnished. It is the Customer's responsibility to contact Cypress when no bill is received. Except as provided elsewhere in this Tariff, the rate for a full billing period is specified in this Tariff. If the prorating indicates a refund is due, the refund is applied as a bill credit.

The Customer is liable for any legal fees incurred by Cypress in the process of collecting a past-due amount. The amount of these fees can be determined by officers of court if the proceedings are fully litigated. If the Customer acquiesces to Cypress' demand for payment before a judgment is rendered, Cypress will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

2.6.4 Disputed Bills

In the event of a dispute concerning a bill, Cypress may require the Customer to pay the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in this Tariff, shall continue for no more than forty-five (45) days after the rendering of the disputed bill. During this period the service shall not be disconnected for nonpayment of the disputed amount.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.5 Customer Complaints

Customer complaints are handled by a full service Customer service department. A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, Inc.
c/o Cypress Communications, Inc.
15 Piedmont Center, Suite 100
Atlanta, Georgia 30305
Toll-free Customer Service No.: (877) 590-5955

Cypress' response to the Customer will generally be in the same form used by the Customer. However, Cypress may respond to written complaints by telephone when it believes such communications will be more effective in resolution of the issue. When a complaint or billing inquiry is received, a Cypress Customer service representative will determine if the call was processed by Cypress, and if so, the type of call. If it is a fraud or unanswered call for which the Customer should not be held responsible, Cypress will refund all charges for the call. If there is a rate dispute, Cypress will adjust the charges if an error is confirmed. The Customer may at any point during the resolution of the complaint or billing inquiry seek review by a Cypress supervisor or manager. If the Customer wishes further review after investigation and final resolution by Cypress, the Customer may direct all appropriate information to the Federal Communications Commission or the Consumer Assistance Division of the Pennsylvania Public Utility Commission:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
North Office Building, Room 1320
Harrisburg, PA 17105
Telephone: (800) 692-7380

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service

Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this Tariff or provision of law upon written notice, as required below, without incurring any liability for damages due to loss of telephone service to the Customer. Termination of service will not occur on any Friday, Saturday, Sunday or legal holiday. Charges will not be considered past due until twenty (20) days after the date on which the bill is rendered.

The Company may refuse or discontinue service under the following conditions provided that the Customer shall be given ten (10) days written notice, excluding Sundays and legal holidays, to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service, including, but not limited to, the placement of harassing, annoying or repeated unwanted calls of which the Company receives notice.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation(s) or the Company's rules and regulations on file with the Commission.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service (Cont'd)

- E. For failure of Customer to pay a bill for utility service when due.
- F. For failure of Customer to meet the Company's credit requirements.
- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- H. Without notice in the event of tampering with the equipment or services owned by the Company, the Underlying Company or their agents.
- I. Without notice in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.

2.7 Taxes And Fees

Now, or at any future time, if a state, county, or municipality possesses or acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon Cypress, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the Customers receiving service within the territorial limits of such state, county, or municipality. Such billing shall allocate the tax, fee or charge among Customers proportionately on the basis of each Customer's monthly charges for the types of service made subject to such tax, fee or charge.

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SECTION 3 – EXPLANATION OF RATES

3.1 General

Company's charges for long distance services are based on call duration, without regard to distance, time of day, or day of the week. In addition, a monthly Presubscribed Interexchange Carrier Charge will apply as provided in 4.3, following.

All calls are billed in 30 second increments for the first minute and rounded to 6 second increments for subsequent minutes. Rates are stated per-minute, and will be pro-rated for the applicable billing increment.

3.2 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of Cypress' network. Usage begins when the called party picks up the receiver. When the called party picks up, is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or to software utilizing audio tone detection. A call is terminated when either the calling or called party hangs up.

3.3 Uncompleted Call Crediting

If a Customer receives a bill for an uncompleted call, Cypress will reimburse the Customer for the full amount.

3.4 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 95 percent during peak use periods.

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SECTION 4 - SERVICE OFFERINGS**4.1 Statewide Calling Service**

Statewide Calling Service (SCS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate SCS calls from any telephone station in the Company's service area, and may terminate calls to any station on the public switched telephone network in the Commonwealth of Pennsylvania.

4.2 Toll Free Service

Toll Free Service is an inbound communications service that permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (for example, 800-NXX-XXXX) which will terminate at the Customer's location. Toll Free Service calls may be originated from any station on the public switched telephone network in the Commonwealth of Pennsylvania.

4.3 Post-Paid Calling Card Service

Company will offer post-paid calling card service to Customer upon request. Monthly service charges and per call surcharges will not apply to calling card service. Customer is responsible for all charges applicable to the use of this service. Company will manage calling card services consistent with the terms set forth in the appropriate tariff(s) of the underlying carrier. Any credits for lost or stolen cards will be made solely within Cypress' discretion.

4.4 Presubscribed Interexchange Carrier Charge ("PICC")

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SECTION 4 – SERVICE OFFERINGS (Cont'd)

4.5 Rate Plans

4.5.1 Statewide Calling Service Plans

The Company offers the following rate plans for SCS. Each rate plan is applicable to all intrastate long distance calls placed by the Customer, regardless what day or time the call originates and terminates, and regardless of the call distance.

A. Dedicated Access Plans

These rate plans are available only to Customers who obtain access to the Company's provisioned network at a location in which the Company provides dedicated access facilities.

1. The Intrastate Month to Month Plan will be offered to Customers who are tenants in a building under license by Cypress Communications. This Plan will be offered to tenants who enter into a service agreement with the Company on a month-to-month basis. The Customer will be charged a flat rate and no access charge will apply.
2. The Intrastate Basic Plan will be offered to Customers who enter a service agreement with the Company for one to twenty-five (1 - 25) full service telephone stations. The Customer will be charged a flat rate and no access charge will apply.
3. The Intrastate Plus Plan will be offered to Customers who enter a service agreement with the Company for twenty-six to fifty (26 - 50) full service telephone stations. The Customer will be charged a flat rate and no access charge will apply.
4. The Intrastate Premium Plan will be offered to Customers who enter a service agreement with the Company for a minimum of fifty-one (51) full service telephone stations. The Customer will be charged a flat rate and no access charge will apply.

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SECTION 4 - SERVICE OFFERINGS (Cont'd)

4.5 Rate Plans (Cont'd)

4.5.1 Statewide Calling Service Plans (Cont'd)

B. Switched Access Plans

These rate plans are available to Customers who subscribe to the local telephone service of any local exchange carrier, and select the Company as their interexchange carrier.

1. The Intrastate Zero Commitment Rate Plan will be offered to Customers who enter a service agreement with the Company on a month-to-month basis for switched long distance.
2. The Intrastate Dedicated Rate Plan will be offered to Customers who enter a service agreement with the Company for a minimum of one (1) year for switched long distance.

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SECTION 4 - SERVICE OFFERINGS (Cont'd)

4.5 Rate Plans (Cont'd)

4.5.2 Toll-Free Service Rate Plans

The Company offers the following rate plans for Toll-Free Service. Each rate applies on a per-minute basis to all intrastate Toll-Free calls received by the Customer, regardless of the time of day or the point of origination of the call.

A. Dedicated Access Plans

These rate plans are available only to Customers who obtain access to the Company's network at a location in which the Company provides dedicated access facilities. Calls will be terminated on the Customer's Company-provided access line(s).

1. The Basic Rate 800 Plan will be offered to Customers who enter a service agreement with the Company for less than five (<5) full service telephone stations.
2. The Basic Plus 800 Plan will be offered to Customers who enter a service agreement with the Company for five to ten (5 - 10) full service telephone stations.
3. The Basic Saver 800 Plan will be offered to Customers who enter a service agreement with the Company for eleven to fifteen (11 - 15) full service telephone stations.
4. The Conventional 800 Plan will be offered to Customers who enter a service agreement with the Company for sixteen to twenty (16 - 20) full service telephone stations.
5. The Standard Rate 800 Plan will be offered to Customers who enter a service agreement with the Company for twenty-one to twenty-five (21 - 25) full service telephone stations.

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SECTION 4 -- SERVICE OFFERINGS (Cont'd)

4.5 Rate Plans (Cont'd)

4.5.2 Toll-Free Service Rate Plans (Cont'd)

A. Dedicated Access Plans (Cont'd)

6. The Small Business 800 Plan will be offered to Customers who enter a service agreement with the Company for twenty-six to thirty (26 - 30) full service telephone stations.
7. The Business Plus 800 Plan will be offered to Customers who enter a service agreement with the Company for thirty-one to fifty (31 - 50) full service telephone stations.
8. The Corporate 800 Plan will be offered to Customers who enter a service agreement with the Company for a minimum of fifty-one (> 51) full service telephone stations.

B. Switched Access Plans

These rate plans are available to Customers who subscribe to the local telephone service of any local exchange carrier. Calls will be terminated to the Customer's designated local telephone number.

1. The Zero Commitment 800 Rate Plan will be offered to Customers who enter a service agreement with the Company on a month-to-month basis.
2. The Dedicated Rate 800 Plan will be offered to Customers who enter a service agreement with the Company for a minimum period of one (1) year.

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SECTION 5 – RATES5.1 Statewide Calling Service Rate Plans

	<u>Rate (per minute)</u>
<u>Dedicated Access Services</u>	
Intrastate Month to Month Plan	\$0.0745
Intrastate Basic Plan	\$0.0718
Intrastate Plus Plan	\$0.0662
Intrastate Premium Plan	\$0.0607
<u>Switched Access Services</u>	
Intrastate Zero Commitment Plan	\$0.1197
Intrastate Dedicated Rate Plan	\$0.1105

5.2 Toll Free Service Rate Plans

<u>Dedicated Access Services</u>	
Basic Rate 800 Plan	\$0.13
Basic Plus 800 Plan	\$0.12
Basic Saver 800 Plan	\$0.11
Conventional 800 Plan	\$0.10
Standard Rate 800 Plan	\$0.09
Small Business 800 Plan	\$0.08
Business Plus 800 Plan	\$0.07
Corporate Plus 800 Plan	\$0.06
<u>Switched Access Services</u>	
Zero Commitment 800 Rate Plan	\$0.09
Dedicated Rate 800 Plan	\$0.079
Committed Rate 800 Plan	\$0.069

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SECTION 5 - RATES (Cont'd)5.3 Post-Paid Calling Card Services

\$0.25 per minute of use.

5.4 Presubscribed Interexchange Carrier Charge ("PICC") - per line, per month

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5.5 Late Payment Charge

Interest charges of 1.5 percent per month will be assessed on all unpaid balances more than twenty (20) days old.

5.6 Return Check Charge

\$20.00 for each check returned for insufficient funds.

5.7 Payphone Surcharge

\$0.24 per call originating from a payphone.

5.8. Directory Assistance Charge

The Company will connect customers to Local and national Directory Assistance for a fee of \$1.00.

5.9 Special Promotions

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates.

5.10 Special Rates For The Handicapped

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

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