

DSCI CORPORATION

PENNSYLVANIA INTEREXCHANGE RESELLER TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **DSCI CORPORATION**, with principal offices at 403 Waltham Street, Lexington, Massachusetts 02421.

This tariff applies for services furnished within the State 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.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C) - Change

(D) - Decrease

(I) - Increase

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - DSCI CORPORATION, unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

PPUC - Refers to the Pennsylvania Public Utility Commission.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

DSCI CORPORATION offers intrastate service originating at specified points within the state of Pennsylvania under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without 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.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

SECTION 2 - RULES AND REGULATIONS**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PPUC regulations and any other applicable law.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company 's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

SECTION 2 - RULES AND REGULATIONS

2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,

2.8.2 For violation of any of the provisions of this tariff,

2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company 's services, or

2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company 's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

SECTION 2 - RULES AND REGULATIONS

2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PPUC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

DSCI Corporation
Customer Care
42 Franklin Street
Laconia, New Hampshire 03246
1-877-344-7441

Customers who are dissatisfied with the response to their complaint may contact the Pennsylvania Public Utility Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North St.
Harrisburg, PA 17120
(717) 783-1740
(800) 782-1110

PO Box 3265
Harrisburg, PA 17105-3265

SECTION 2 - RULES AND REGULATIONS**2.12 Other Rules****2.12.1 Regulatory Changes**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania Public Utility Commission and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 General Description of Rates and Charges****3.1.1 Application of Charges**

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.2 Timing of Calls**

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 The Company will not bill for incomplete calls.

3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.5 Service Offerings****3.5.1 Switched Long Distance Service**

Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities from equal access locations, on the originating end of each call. Calls are billed in a maximum of 60 second increments. All charges are billed monthly in arrears.

3.5.2 Switched Toll-Free Service

Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Pennsylvania, which utilizes switched access facilities from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to the Company's customers rather than the caller. Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All charges are billed monthly in arrears.

3.5.3 Dedicated Long Distance Service

Dedicated Long Distance Service is a direct dialed interexchange service, which utilizes dedicated access facilities on the originating end of each call. Calls are billed in 6 second increments with initial call duration of 6 seconds. All charges are billed monthly in arrears.

3.5.4 Dedicated Toll Free Service

Dedicated Toll Free Service provides inbound '800/888/877/866' calling to points terminating within the State of Pennsylvania utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888/877/866' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in 6 second increments with initial call duration of 18 seconds. All charges are billed monthly in arrears.

3.5.5 Calling Card

Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All Card calls are billed monthly in arrears.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 DSCI Link Service**

DSCI Link is an optional calling plan for business Customers that provides discounts on qualifying usage charges billed to a Billed Telephone Number (BTN), for usage services provided by the Company.

A business BTN is eligible for the plan if the total billed charges for qualifying usage in a month is \$10.00 or more. The plan is implemented in the first full billing period following the Customer's request to enroll in the plan.

Qualifying usage consists of:

- a) Directly dialed local and MTS calls, including operator assisted calls where direct dialing is not available
- b) Toll Free Service Calls
- c) Customer dialed calling card calls.

3.6.1 Volume Discounts

A discount will be applied each month of the Customer's qualifying usage charges for each BTN. The applicable percent discount will be determined by the total amount of monthly billed qualifying usage. For purposes of computing the discount level, each month's total qualifying usage for each BIN at a single location are grouped into one of the four tiers.

3.6.2 Bonus Credits

Customer will receive an additional deferred discount on the amount of discounted qualifying usage charges, in the form of credits. A specified credit amount will be awarded for every dollar of discounted qualifying usage.

Bonus credits may only be redeemed 12 months after they have been earned. Bonus credits may be applied to the Customer's usage bill. Credits eligible for redemption that have not been redeemed within two years after the month in which they are eligible for redemption will be forfeited.

3.6.3 Service Agreement

A Customer that signs a service agreement to participate in the plan for 36 months will earn two bonus credits for each dollar of discounted qualifying usage. However, if the Customer's qualifying usage declines to 20% less than their average historical monthly usage in any two months, for any reason other than external, negative business impacts the service agreement will be terminated.

Termination of the service agreement will result in forfeiture of all bonus credits not yet eligible for redemption. Average historical monthly qualifying usage will be defined by the Customer's first six (6) months of qualifying usage on the plan. At the end of the 36 month period, the service agreement will be automatically renewed for another 36 months, unless the Customer notifies the company to the contrary.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 DSCI Link Service (Cont'd)****3.6.4 Termination**

Customers may terminate participation in the plan at any time. No previously applied discounts will be affected by Customer termination and no termination charges will apply. The termination will go into effect in the first full billing period following the billing period in which the company receives termination notification from the Customer.

All bonus credits that have not been redeemed will be forfeited. If a Customer chooses to leave the plan, the Customer will forfeit credits earned during the 12 months prior to termination.

3.6.5 Rates

Schedule 1	Day	HIDTR
	Evening	HIDTR
	Night/Weekend	HIDTR

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.7 Basic Toll Free Service****3.7.1 General**

Basic Toll Free service provides for dial-type communications between a toll free access line (e.g. 800/888) and exchanges by this Company and by participating companies within the LATA in Pennsylvania. Dial-type communications is a dialed call received by the Customer over a toll free service access line, or if its facilities are not available for dial completion from a station, a call placed with an operator by giving the calling telephone number and the Customer's toll free service access line number.

Basic Toll Free Service permits calling in one direction only, via an access line, from all exchanges within a LATA. A toll free service access line, connecting the Customer's premises and a Company central office, is provided for receiving toll free service calls. Toll free service access lines provided on the same premises of a Customer are arranged as service groups. A service group consists of one line or two or more lines in a multi-line sequence arranged for line hunting.

Basic Toll Free Service may be furnished on the same premises of a Customer with either measured or unlimited main telephone exchange service.

3.7.2 Limitations

1. Toll Free Service does not include person to person, collect, conference, or other calls requiring operator handling.
2. Service may be furnished only when and for so long as the Customer subscribes to a sufficient number of access lines to adequately handle the volume of telephone calls received, without interfering with any of the services offered by the Company.

3.7.3 Temporary Suspension of Service

Toll Free Service is not subject to a temporary suspension of service arrangement.

3.7.4 Service Interruption

Credit is given for interruption to an access line of 24 consecutive hours or more. An interruption to an access line not due to the negligence of the Customer is credited at one-thirteenth of the monthly charge for the access line for each 24 hours or any fraction thereof of interruption.

MTS furnished at the calling party's request, if Toll Free service is interrupted, is charged for at MTS rates.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.8 Directory Assistance**

Initial and Additional Directory Listings may be provided with Basic Toll Free Service in accordance with the terms in Section 4 of this Tariff.

3.8.1 Application of Rates and Charges

1. Timing of Calls - Except as otherwise specified herein, timing begins when connection is established between a telephone associated with a toll free service access line and the calling telephone and ends when the calling telephone hangs up, thereby releasing the network connection. If the called telephone hangs up, but the calling telephone does not, timing ends when the network connection is released by automatic timing equipment in the telecommunications network.
2. Channels for Additional Termination of Access Lines - For additional terminations between points in the same exchange but not on the same premises, or additional terminations between points different exchanges within a LATA, rates and charges apply for a Private line Type 2001A intraexchange/interexchange channel.
3. Service charges apply in addition to the Toll Free service dial tone line and usage charges.

3.8.2 Determination of Usage Charges

IntraLATA usage charges are determined in accordance with the following steps:

1. Determine the total number of calls for each access line billed to the same account.
2. Determine the total actual seconds used for the access line(s) in a service group; divide by 60; and if the number of minutes results in a fractional part of a minute, round to the next higher minute.
3. The applicable charges equal the number of calls determined, multiplied by the per message charges for Toll Free Service, plus the number of minutes determined multiplied by the per minute charge for Toll Free Service.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.9 Public Telephone Surcharge**

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

3.9.1 Public Telephone Surcharge

Rate per Call	\$0.50
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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.25% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.