SECTION 5 - CONTARCT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS

5.1 Employee Concessions

Reserved for future use.

SECTION 5 - CONTRACT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS (Continued)

5.2 Special Promotions

General

Carrier may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The terms and conditions of all such promotions shall be submitted to the Commission for approval in accordance with Pennsylvania Law and Department Rules. The following specific rates, terms and conditions are applicable to each promotional offering.

Frame Relay Term Commitment Discount

Frame Realy Term Commitment Discount is hereby been cancelled and withdrawn. (C)

(D)

(D)

SECTION 5 - CONTRACT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS (Continued)

5.3 Contract Service Agreements

5.3.1 General

Carrier will offer Contract Service Agreements to meet the diverse communications needs of Carrier's Customers. All terms and conditions as specified in this Tariff will apply unless otherwise specified in the Service Agreement between Carrier and Customer. Contract Service Agreements shall be filed with the Department for approval in this Tariff.

5.3.2 Customer Service Arrangement I

THIS CUSTOMER SERVICE ARRANGEMENT IS NO LONGER AVAILABLE TO CUSTOMER. EXISTING CUSTOMER WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATON OF ANY SERVICE TERM. DURING GRANDFATHERING, CUSTOMER MAY NOT MAKE ANY MOVES, ADDS, CHANGES, OR RENEWALS UNLESS THEIR AGREEMENT EXPRESSLY PERMITS IT. CARRIER MAY TERMINATE THE SERVICE WITH SIX MONTHS WRITTEN NOTICE. CUSTOMER MAY TERMINATE AT ANY TIME. (C) (C)

Services - Private Line service provides dedicated point-to-point connections through non-switched, non-usage sensitive dedicated facilities. The service offers two-way simultaneous transmission at Customer's selected bandwidth. Private Line Service from Customer's Philadelphia, PA to Harrisburg, PA locations. Customer requests service at locations A and Z.

Term - This Arrangement is for 60 months from commencement of service.

Rates and Charges– Monthly Recurring Charges are $3,096.00. Nonrecurring Charges are $0.00.

Terms and Conditions –- If the order is cancelled prior to installation of the local access facilities, a cancellation charge of $2,500 will be applied per circuit. If Customer cancels an order after the local access facilities have been installed, but before the circuit is completely installed, Customer shall pay the Carrier an order cancellation charge of $2,500 per circuit, plus all non-recurring charges (including any waived non-recurring charges) and all other costs passed on to the Carrier from its underlying providers. In the event Customer elects to terminate the Services provided under this Exhibit, or causes termination by its default, subsequent to installation but prior to expiration of the contract term, Customer must pay, in addition to any and all charges imposed by the domestic LECs for domestic access, a lump sum equal to 100% of the monthly rate for the remaining months in the unexpired portion of the first year of the contract term, plus 50% of the monthly charges for the remainder of the term of contract. Any non-recurring charges waived as a result of a term commitment shall be payable in full. The Carrier shall bill the Customer after receipt of Customer's written notice of termination, and such charges shall be paid in accordance with the Agreement. Customer acknowledges that the Carrier's actual damages arising from such early termination are impossible to ascertain, that the Termination Charges are a reasonable estimate of same, and that such charges constitute liquidated damages and not penalties.

Availability - The rates, terms and conditions of this Arrangement are available only for business Customers whose location is in the state of Pennsylvania. Available for similarly situated Customers under substantially similar facts and circumstances surrounding this Arrangement.

SECTION 5 - CONTRACT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS (Continued)

5.3 Contract Service Agreements (Continued)

5.3.3 Customer Service Arrangement II

Description of Service - National FastPacket Service provides virtual connections by using statistical multiplexing technologies to connect customer locations over a common network fabric. National FastPacket Service is comprised of the National Frame Relay and National ATM (Asynchronous Transfer Mode) Services. National FastPacket Service from Customer's Pennsylvania locations. Customer requests service at locations A and Z.

Term - This Arrangement is for 60 months from commencement of service.

Rates and Charges–

Access Circuits
T-1 – Monthly Recurring Charges are $1964.44. Nonrecurring Charges are $0.00

UNI Ports
Frame Relay – Monthly Recurring Charges are $1440.00. Nonrecurring Charges are $0.00.

PVCs
ATM – Monthly Recurring Charges are $8032.00. Nonrecurring Charges are $0.00.

Total Monthly Recurring Charges are $11,427.44.

SECTION 5 - CONTRACT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS (Continued)

5.3 Contract Service Agreements (Continued)

5.3.3 Customer Service Arrangement II (Continued)

Terms and Conditions –- Termination Liability applies to Access Circuits, Ports, and PVCs when Customer disconnects Service prior to the expiration of the Service Period. Termination Liability also applies to Access Circuits, Ports, and PVCs when the Carrier discontinues Service on account of Customer's default under this Agreement. For disconnects prior to the expiration of a one-year Service Period, the termination liability charge shall be one hundred percent (100%) of the applicable MRCs for the unexpired portion of the Service Period. For disconnects within the first twelve (12) months of a two-, three-, or five-year Service Period, the termination liability charge shall be one hundred percent (100%) of the applicable MRCs for the unexpired portion of the first twelve (12) months and fifty percent (50%) of the applicable MRCs for the number of months remaining in the Service Period. For disconnects after the first twelve months of a two-, three-, or five-year Service Period, the termination liability charge shall be fifty percent (50%) of the applicable MRCs for the number of months remaining in the Service Period. Customer acknowledges that the Carrier's actual damages arising from Customer's termination of the Service are impossible to ascertain and that the Termination Liability is a reasonable estimate of same and shall constitute liquidated damages, and not penalties. Early termination charges will not be assessed if Customer renegotiates a new term commitment for the same Service before the Service Period expires, and the aggregate amount of all MRCs included under the renegotiated Agreement is equal to or greater than the aggregate amount of the MRCs remaining under the expiring Agreement, provided that each of the following conditions are met: (i) Both the existing and the upgraded Service components are provided solely by the Carrier; (ii) The order to terminate the existing Service and the order for the upgraded service must be received by the Carrier at the same time and be on the same order; and (iii) Any charges incurred by the Carrier associated with access or additional facilities that occur in the termination of the existing Service and the provisioning of the upgraded service will be billed to the Customer.

Availability - The rates, terms and conditions of this Arrangement are available only for business Customers whose location is in the state of Pennsylvania. Available for similarly situated Customers under substantially similar facts and circumstances surrounding this Arrangement.

SECTION 5 - CONTRACT SERVICE AGREEMENTS, EMPLOYEE CONCESSIONS, SPECIAL PROMOTIONS (Continued)

5.3 Contract Service Agreements (Continued)

5.3.4 Customer Service Arrangement III

Description of Service - Long Distance Voice Service switched outbound and dedicated outbound interstate and intrastate calls. Long Distance Voice Service for Customers located in Pennsylvania locations.

Term - This Arrangement is for 36 months from commencement of service and a minimum annual commitment of $48,000/year for interLATA and intraLATA services.

Rates and Charges–

State	Outbound Rates Switched	Outbound Rates Dedicated	Tollfree Rates Switched	Tollfree Rates Dedicated
PA	$0.0510	$0.0295	$0.0510	$0.0295

Terms and Conditions –- Customer may elect to terminate the Services provided under this Arrangement for its own convenience upon sixty (60) days prior written notice to the Carrier. In the event Customer elects to terminate the Services provided under this Arrangement prior to the expiration of the terms selected under Enterprise Connections above, or if terminated for default by the Carrier, Customer shall be responsible for an amount equal to (i) the difference between the Minimum Annual Commitment (MAC) and total usage charges paid during the Contract Year of such termination; and (ii) forty percent (40%) of the MAC for each additional Contract Year of the unexpired term of this Arrangement.

When a term commitment under Enterprise Connections expires, Customer will have sixty (60) days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, for MACs of $6,000 and greater, Carrier may place Customer on the long distance plan with pricing that corresponds to the then current one year term and $6,000 MAC. For plans with a MAC less than $6,000, Carrier may change to its lowest MAC level at the one year term. The new rates will be effective on the first of the month when implemented following a 30-day grace period.

Availability – This Custom Service Arrangement No. III is not available to new Customers. (C) (C)