

MAGELLAN HILL TECHNOLOGIES, LLC

SWITCHED ACCESS TARIFF

Regulations and Schedule of Charges

Within the service areas of Verizon Pennsylvania Inc. and Verizon North Inc.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B and 185C; and Verizon North Inc. Telephone Pa. P.U.C. Nos. 1, 3, 5 and 6.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Magellan Hill Technologies, LLC  
125 Gaither Drive, Suite E  
Mount Laurel, NJ 08054

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. and the Telecommunications Act of 1934, as amended), 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

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Magellan Hill Technologies, LLC  
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Check Sheet

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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28	Original	58	First Revised*			
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\* indicates tariff sheets included with this filing

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Tariff Format

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- 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 pages 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

Explanation of Symbols

- (D) – To signify a decreased rate
- (I) – To signify an increased rate
- (C) – To signify all other changes

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Definitions

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

“Carrier,” “Company” or “Utility” refers to Magellan Hill Technologies, LLC

“Commission” refers to the Pennsylvania Public Utility Commission.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Local Access Transport Area (“LATA”)” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff.

“Subscriber” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company’s regulations pursuant to this tariff.

“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Magellan Hill Customers and used in conjunction with the Services provided pursuant to this tariff.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Magellan Hill Technologies, LLC that originate and terminate within the Commonwealth of Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to access telecommunications services provided by the Company in the Commonwealth of Pennsylvania. This tariff is in concurrence with all applicable State and Federal Law (including, but not limited to, 52 Pa. C.S. and the Telecommunications Act of 1996) and with the Commission's applicable Rules and Regulations and Orders.

This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice-of-laws provision.

**2.2 Obligations of the Customer**

**2.2.1 The customer shall be responsible for:**

**2.2.1.1** The payment of all applicable charges pursuant to this tariff.

**2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

**2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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Magellan Hill Technologies, LLC  
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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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Magellan Hill Technologies, LLC  
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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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Magellan Hill Technologies, LLC  
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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company**

2.3.1 Services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Magellan Hill's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Magellan Hill, shall not result in the imposition of any liability upon Magellan Hill.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

## 2.3 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
  
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Magellan Hill will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Magellan Hill that furnishes services, facilities, or equipment used in connection with Magellan Hill's services or facilities.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
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**Section 2. RULES AND REGULATIONS (Cont'd)**

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, MAGELLAN HILL MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL MAGELLAN HILL BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service**

**2.4.1 Minimum Contract Period**

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**Section 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 Magellan Hill will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company, within two (2) working days of the Due Date indicated on the bill. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Magellan Hill's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Magellan Hill in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Payment for Service (Cont'd)**

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**Section 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The amount of a deposit shall be the equivalent of the probable charge for service during a billing period based upon the average monthly charge over an estimated 12 month service period increased by one month's average bill. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. Customers who default in the timely payment of monthly bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. In the event that a customer, who has made a deposit, fails to pay a bill, the Company may apply such deposit as necessary to liquidate the bill and may require that the deposit be restored to its original amount.

The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits (Cont'd)**

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

**2.6.2 Return of Deposit**

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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**Section 2. RULES AND REGULATIONS (Cont'd)**

2.6 Customer Deposits (Cont'd)

2.6.3 Interest on Deposits

Customer deposits held by the Company will accrue interest at a rate of six (6) percent per year.

2.7 Customer Complaints and Billing Disputes

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Magellan Hill within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Magellan Hill shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Magellan Hill's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Magellan Hill must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed to:

**Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265**

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Allowance for Interruptions in Service**

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

**2.9 Taxes and Fees**

2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$30.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Magellan Hill shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Magellan Hill or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Magellan Hill will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Magellan Hill is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Magellan Hill may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2 Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect or discontinue service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:

2.12.2.1.A For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

2.12.2.1.B For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

2.12.2.1.C For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) working days notice, in

2.12.2.1.D Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.E Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

2.12.2.1.F Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.G Failure to meet the utility's deposit and credit requirements.

2.12.2.1.H Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.I Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the customer is a public utility under the Commission's jurisdiction, the Company will concurrently serve a copy of the notice of discontinuance on the Commission.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**Section 2. RULES AND REGULATIONS (Cont'd)**

2.15 Overcharge/Undercharge

2.15.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.16 Notices

2.16.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING****3.1 General**

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service. A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 3.2 following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.1.1 Service Installation**

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the following.

Access Services and Network Interconnection Services will be installed during Company business days. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth following.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.2 Ordering Requirements****3.2.1 Access Service**

When ordering Switched Access Service (SAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with SAS Tandem-Switched Transport to the DLS End Office, (2) SAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) SAS Direct Connect Transport to the SAS End Office, as set forth in Section 6.2.1.

**3.2.1.1 Access Tandem Connections**

When ordering SAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

**3.2.1.2 Direct Connect Transport**

When placing an order for SAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

- The number of trunks desired between the Customer premises and the DLS End Office, and
- The type and quantity of facility desired (e.g., DS1 or DS3).

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)**

**3.2 Ordering Requirements (Cont'd)**

**3.2.2 Network Interconnection Service**

When ordering Network Interconnection Service, the Customer must specify:

- The type and quantity of facility required or being provided by the Customer,
- The number of trunks desired,
- Any DS3 to DS1 Multiplexing required,
- If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.
- The Percent of Local Signaling Usage (PLSU) as set forth in Section 4.2.3.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.2 Ordering Requirements (Cont'd)****3.2.3 Miscellaneous Services**

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, a Service Date Change Charge will apply on an Individual Case Basis. When miscellaneous services are added to a pending order, charges for a Design Change will apply when an Engineering Review is required on an Individual Case Basis. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 3.3.2.1 and 3.3.2.2 following.

The rates and charges for miscellaneous services, as set forth in Section 7.6.3 of this tariff, will apply in addition to the ordering charges set forth in Section 7 and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 5. When it is required the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.3 Charges Associated with Access / Interconnection Ordering****3.3.1 Service Order Charges**

The Service Order charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To "records only" changes as set forth in 3.3.1.1 following.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When an Administrative Change Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing Access Service or Network Interconnection Service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
- For Service Orders relating solely to Network Element-Provided Access Service (NEPAS).

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 3.2.1 preceding, and is in addition to other applicable charges as set forth in this and other sections of this tariff.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.3 Charges Associated with Access / Interconnection Ordering (Cont'd)****3.3.1 Service Order Charges (Cont'd)****3.3.1.1 "Records-Only" Changes**

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

- Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),
- Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number).
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of PIU, PIIU, or PLSU.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.3 Charges Associated with Access / Interconnection Ordering (Cont'd)****3.3.2 Service Order Change Charges**

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. All charges for a Service Order Change will apply on an ICB and per occurrence basis.

Any increase in the number of Switched Access Service or Network Interconnection trunks will be treated as a new Service Order (for the increased amount only).

**3.3.2.1 Service Date Change**

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge will be applied to the order on an Individual Case Basis.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.3 Charges Associated with Access / Interconnection Ordering (Cont'd)****3.3.2 Service Order Change Charges (Cont'd)****3.3.2.1 Service Date Change (Cont'd)**

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 5.3 apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 3.4.1 following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in 3.3.2.2 following, the Service Date Change Charge will apply.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.3 Charges Associated with Access / Interconnection Ordering (Cont'd)****3.3.2 Service Order Change Charges (Cont'd)****3.3.2.2 Design Change**

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order which requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises or first point of switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge will apply in addition to the charge for Additional Engineering on an Individual Case Basis. If a change in service date is required, the Service Date Change Charge will also apply on an Individual Case Basis. The Service Order charge does not apply in this instance.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)**

**3.3 Charges Associated with Access / Interconnection Ordering (Cont'd)**

**3.3.3 Administrative Change Charges**

An Administrative Change Charge applies for the following Customer initiated changes on an Individual Case Basis:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as "Record Only" preceding.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)****3.4 Cancellations****3.4.1 Cancellation of a Service Order**

- 3.4.1.1 A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

- The Service Order shall be canceled and charges set forth in 3.4.1.2 following will apply or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

- 3.4.1.2 A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between orders.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)**

3.4 Cancellations (Cont'd)

3.4.1 Cancellation of a Service Order (Cont'd)

3.4.1.2 (Cont'd)

The critical dates monitored by the Company are:

- Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.
- Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.
- Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.
- Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.
- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
- Plant Test Date (PTD): The date on which overall testing of the service is to be completed.
- Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)**

## 3.4 Cancellations (Cont'd)

## 3.4.1 Cancellation of a Service Order (Cont'd)

## 3.4.1.2 (Cont'd)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

SERVICE	APP	SID	DLRD	RID	WOT	PTD	DD
Switched Access Service (Direct Connect Transport Network Interconnection Service	0%	7%	18%	32%	100%	100%	100%
	0%	7%	18%	32%	100%	100%	100%

If an order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for Switched Access Service Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the services canceled).

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Magellan Hill Technologies, LLC  
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Mount Laurel, NJ 08054

**SECTION 3. ACCESS / INTERCONNECTION ORDERING (Cont'd)**

3.4 Cancellations (Cont'd)

3.4.1 Cancellation of a Service Order (Cont'd)

3.4.1.3 When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

3.4.1.4 If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

3.4.1.5 If the Customer changes the Service Date of a Service Order, as set forth in 3.3.2.1 preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the Service Order will cause a cancellation charge to be incurred, based on the revised schedule.

3.4.2 Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 3.4.1.2 preceding.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 4. NETWORK INTERCONNECTION SERVICE**

## 4.1 General

The Network Interconnection Services (NIS) available under this tariff consist of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are facility-based Certified Local Exchange Carriers (CLEC), authorized by the Pennsylvania Public Utility Commission to provide Local Exchange Service in Pennsylvania. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

## 4.1.1 Regulations

The provisions of Section 2 and Section 3 of this tariff shall apply to NIS unless otherwise specifically provided herein.

- 4.1.1.1 All NIS rearrangements, except the "records only" changes set forth in Section 3.3.1.1, and the administrative changes set forth in Section 3.3.2, will be treated as disconnects and starts.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 4. NETWORK INTERCONNECTION SERVICE (Cont'd)****4.2 Physical Network Interconnection Arrangements**

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network.

**4.2.1 Obligations of the Company and the Customer**

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 4.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

**4.2.2 Establishing Points of Interconnection**

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 4. NETWORK INTERCONNECTION SERVICE (Cont'd)****4.2 Physical Network Interconnection Arrangements (Cont'd)****4.2.2 Establishing Points of Interconnection (Cont'd)**

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

**4.2.2.1 DS1 Port Termination**

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in Section 7.

**4.2.2.1.A DS1 Facility**

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

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**SECTION 4. NETWORK INTERCONNECTION SERVICE (Cont'd)****4.2 Physical Network Interconnection Arrangements (Cont'd)****4.2.2 Establishing Points of Interconnection (Cont'd)****4.2.2.1 DS1 Port Termination (Cont'd)****4.2.2.1.B DS3 Facility**

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in Section 8.4. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

**4.2.3 SS7 Interconnection**

A Customer may connect to the Company's SS7 network in one of two ways:

4.2.3.1 On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer shall pay the charges therefore, as set forth in Section 7, prorated as per a Percent Local Signaling Usage (PLSU) mechanism agreed upon by the Company and the Customer, or in full, if a PLSU has not been agreed to, or

4.2.3.2 The Customer and the Company agree on another signaling interconnection arrangement on an individual case basis.

**4.2.4 Charges**

The charges applicable to Physical Network Interconnection Arrangements are set forth in Section 7.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES**

5.1 General

A Service Order Charge as set forth in Section 3.3.1 may be applicable to services ordered from this section.

5.2 Additional Engineering

Additional Engineering, including engineering reviews as set forth in Section 3.2.3, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in Section 7.6.1 will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information.
- Additional engineering is incurred by the Company to engineer a customer's request for a customized service as set forth in Section 3.2.3.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)****5.3 Additional Labor**

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 5.3.1 through 5.3.5 following. The Company will notify the Customer that the Additional Labor charges set forth in Section 7.6.2 will apply before any additional labor is undertaken.

**5.3.1 Overtime Installation**

Overtime installation is that Company installation effort outside of normally scheduled working hours.

**5.3.2 Overtime Repair**

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

**5.3.3 Standby**

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

**5.3.4 Testing and Maintenance with Other Companies**

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

**5.3.5 Other Labor**

Other labor is that additional labor not included in 5.3.1 through 5.3.4 preceding, and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

5.4 Miscellaneous Services

5.4.1 Maintenance of Service

- 5.4.1.1 When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 5.4.1.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer premises, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- 5.4.1.3 In either 5.4.1.1 or 5.4.1.2 preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are on an Individual Case Basis.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

## 5.4 Miscellaneous Services (Cont'd)

## 5.4.2 Toll Free Data Base Service

Originating Toll Free Database Access Service is a trunk side switched service that is available to the customer via Toll Free Database Access Service trunk groups. When a 1+Toll Free+NXX-XXXX call is originated by an End User, the Telephone Company will perform the customer identification function based on the dialed digits to determine the customer to which the call is to be routed. If the call originates from an end office not equipped to provide the customer identification function, the call will be routed to an office where the function is available. Once customer identification has been established, the call will be routed to the customer.

The manner in which Toll Free Database Access Service is provided depends on whether the end office from which the call originates has the customer identification function. End offices lacking the customer identification function may only be served via an access tandem over Toll Free Database Access Service trunks.

Toll Free Database Access Service originating from end offices with the customer identification function will be provided using exchange access signaling with overlap outpulsing and ten-digit ANI. Toll Free Database Access Service originating from end offices without the customer identification function, or for calls routed through Operator Services System handling, will be provided using conventional signaling. On traffic using conventional signaling, the customer's facilities shall provide off-hook supervision upon receipt of the transmitted digits.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

5.4 Miscellaneous Services (Cont'd)

5.4.2 Toll Free (8YY) Data Base Service (Cont'd)

Nonrecurring charges apply to Toll Free Database Access calls originated from end offices on an Individual Case Basis.

Customers with Toll Free Database Access Service with database capability have the option of receiving either the dialed Toll Free number (i.e., Toll Free + NXX + XXXX) or a translated ten-digit POTS number (i.e., NPA + NXX + XXXX). These customers also have the option of specifying geographic areas (i.e., any 2 of the 3 LATAs or all 3 LATAs) from which to receive calls.

A query charge as specified in 7.6.3.2 following applies to each Toll Free call delivered to the customer based on information derived from a query to the data base.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

5.4 Miscellaneous Services (Cont'd)

5.4.2 Provision of Access / Network Interconnection Service Billing Information

5.4.2.1 The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

5.4.2.1.A Paper

- Detailed paper bill

5.4.2.1.B Bill Data Record

- Magnetic Tape
- Electronic Data Transmission

5.4.2.2 In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

5.4.2.3 At the option of the Customer, and for an additional charge as set forth in Section 7.6.3:

5.4.2.3.A Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.

5.4.2.3.B Additional Bill Data Record information may be provided on magnetic tape.

5.4.2.3.C Additional Bill Data Record information may be transmitted to the Customer premises by electronic data transmission.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

5.4 Miscellaneous Services (Cont'd)

5.4.2 Provision of Access / Network Interconnection Service Billing Information (Cont'd)

5.4.2.4 The rules and regulations concerning payment arrangements and credit allowances described in Sections 2.5 through 2.8 apply to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.

5.4.2.5 Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

5.4 Miscellaneous Services (Cont'd)

5.4.2 Provision of Access / Network Interconnection Service Billing Information (Cont'd)

5.4.2.6 Regulations regarding electronic data transmission failure will apply as follows:

5.4.2.6.A In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

5.4.2.6.B In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in Section 7.6.3.

5.4.2.6.C In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in 5.4.2.6.A and 5.4.2.6.B preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if 5.4.2.6.B preceding, applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in Section 7.6.3.

5.4.3 Directory Assistance Information

Directory Assistance Information provides the transmission facilities and transport termination between the premises of the ordering customers and the DA location. The Directory Assistance service call charge, as set forth in 7.6.3.3 following, applies for each call to DA Service.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 5. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

## 5.4 Miscellaneous Services (Cont'd)

## 5.4.4 Carrier Common Line Access Service

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications. No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access. Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE**

## 6.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, subject to the provisions of Section 2 of this tariff, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, switching and transport facilities, and both common subscriber plant and unshared subscriber plant (i.e. entrance facilities) of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

Rates and charges for Switched Access Service depend generally on its use by the customer, i.e., for MTS or WATS services, MTS-WATS equivalent services, or other services (e.g., foreign exchange service). Rates and charges for Switched Access Service are set forth in Section 7, following.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)****6.2 Rate Categories**

There are two rate categories which apply to Switched Access Service: Switched Transport, described in 6.2.1 following, and End Office, described in 6.2.2 following.

**6.2.1 Switched Transport**

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. For purposes of determining Switched Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es). Mileage measurement rules are set forth in 6.4 following and in this section.

Notwithstanding the first paragraph of this section 6.2.1 the Switched Transport for the WATS Access Line optional feature will apply as follows. When the WATS serving office is a different end office than the end user's end office, Switched Transport will be measured between the end user's end office and the WATS serving office in addition to being measured between the WATS serving office and the serving wire center for the customer's premises. Switched Transport rates will apply separately to each of these Switched Transport measurements.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

6.2 Rate Categories (Cont'd)

6.2.1 Switched Transport (Cont'd)

Switched Transport is a two-way voice frequency transmission path composed of Switched Entrance facilities, Direct Trunked Transport facilities, and/or Tandem Switched Transport facilities which permit the transport of calls in the originating direction (from the end user end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form of configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the customer in determining (1) the Entrance Facility, (2) whether the service is to be directly routed to an end office switch or through an access tandem switch via Tandem Switched facilities, and (3) the directionality of the service.

Switched Transport is provided at rates and charges set forth in 7.4 following. The application of these rates with respect to the individual Switched Access Arrangements is as set forth in 6.3 following.

Switched Transport is comprised of a Tandem Facility rate category, as described in (1) following; a Tandem Interconnection category, as described in (2) following; and a Tandem Transport rate category, as described in (3) following.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

6.2 Rate Categories (Cont'd)

6.2.1 Switched Transport (Cont'd)

(1) Tandem Facility

The Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

(2) Tandem Interconnection

The Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all switched access calls that originate or terminate at a Company end office.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.2 Rate Categories (Cont'd)

## 6.2.1 Switched Transport (Cont'd)

## (3) Tandem Transport Rate Category (C)

Tandem Transport provides the transmission facilities from the end office to the tandem utilizing tandem switching functions. Tandem Transport consists of circuits used in common by multiple customers from the access tandem to an end office. (C)

The Tandem Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the end office and the tandem using the V&H coordinates method. The Tandem Switching rate provides for tandem switching facilities. The Tandem Transport rate is the sum of the fixed rate, the per-mile rate, and the Tandem Switching MOU rate. (C)

The Dedicated Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk terminating on the serving wire center side of the access tandem.

The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.2 Rate Categories (Cont'd)

## 6.2.1 Switched Transport (Cont'd)

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## 6.2.1.1 Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing arrangements available for Entrance Facilities and Direct-trunked Transport facilities are described in (1) and (2) preceding. Rates and charges are set forth in Section 7.4 following.

When the customer requests Tandem Switched Transport and Direct-trunked Transport to connect to the same Entrance Facility, multiplexing is required at the SWC and must be ordered by the customer as a chargeable optional feature of the Entrance Facility as set forth in (1) and/or (2) preceding.

Chargeable multiplexing arrangements ordered with an Entrance Facility at a SWC or a Direct-trunked Transport facility at an end office are associated with the facility with the higher capacity or bandwidth (e.g., a DS1 to Voice Grade multiplexing arrangement is associated with the facility using a DS1 connection).

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.2 Rate Categories (Cont'd)

## 6.2.1 Switched Transport (Cont'd)

## 6.2.1.1 Multiplexing

## (1) DS1 to Voice Grade

An arrangement that converts a DS1 channel to twenty-four Voice Grade channels utilizing time division multiplexing. For example, the customer has the option of ordering a DS1 to Voice Grade multiplexing for the Entrance Facility at the SWC when Voice Grade Direct-Trunked Transport is requested to an end office.

## (2) DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight DS1 channels utilizing time division multiplexing. The twenty-eight channels may be further multiplexed utilizing DS1 to Voice Grade multiplexers. DS3 to DS1 multiplexing is available as a chargeable optional feature for Entrance Facilities and Direct-trunked Transport facilities. DS3 to DS1 multiplexing is always required at the SWC of the customer's premises when a DS3 Entrance Facility is to connect to a lower level of capacity.

## 6.2.1.2 Special Facilities Routing

A customer may request that the facilities used to provide Switched Transport Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Diversity) are set forth in 6.2.1.3 following.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)****6.2 Rate Categories (Cont'd)****6.2.1 Switched Transport (Cont'd)****6.2.1.3 Diversity**

Diversity denotes that a service must be provided over not more than two different physical routes. The rates for Diversity are on an Individual Case Basis and apply per entrance facility, and are in addition to the entrance facility and channel mileage rates and charges for each high-capacity service.

**6.2.1.4 Shared Network Arrangement**

- (1) A Shared Network Arrangement is a service offering that enables a customer (the "Service User") to connect subtending services to the multiplexed High-Capacity service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing for each. Each customer will be billed for those rate elements associated with his own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. This offering is limited to service configurations where a Service User obtains either subtending Voice Grade or Digital Data circuits from a Host's multiplexed DS1 service, or DS1 circuits from a Host's multiplexed DS3 service.
- (2) Under the Shared Network Arrangement, the Telephone Company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the telephone company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records.
- (3) Rate regulation specific to Shared Network Arrangements are contained in 6.3 following.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

6.2 Rate Categories (Cont'd)

6.2.2 End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

6.2.2.1 Local Switching

The Local Switching rate element provides for the use of end office switching equipment.

International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD-equipped end office.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

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**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)****6.2 Rate Categories (Cont'd)****6.2.2 End Office (Cont'd)****6.2.2.2 Toll Free Database Access Service**

A query charge is assessed the customer based on the number of 1 + Toll Free + NXX + XXXX dialed calls delivered to the customer based on information derived via a query to the data base.

**6.3 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

**6.3.1 Description and Application of Rates and Charges**

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth following.

**6.3.1.1 Monthly Rates**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

**6.3.1.2 Usage Rates**

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute or per call basis. Access usage charges are accumulated over a monthly period.

On the date that IntraLATA Presubscription becomes effective a 55% discount on access minutes of use charges will apply for intraLATA (101XXXX) minutes completed from central offices (excluding 2BESS) that are not converted for intraLATA presubscription.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.3 Rate Regulations (Cont'd)

## 6.3.1 Description and Application of Rates and Charges (Cont'd)

## 6.3.1.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

Certain nonrecurring charges applicable to the installation of access service consist of a "first" and "additional" charge. For each facility, line, or trunk ordered the "first" charge applies to the first facility, line or trunk specified on the order, with the "additional" charge applied to each additional facility, line, or trunk specified on the same order between same locations.

## (1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed.

## (2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described and charged for as set forth in 6.3.2 following.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.3 Rate Regulations (Cont'd)

## 6.3.1 Description and Application of Rates and Charges (Cont'd)

## 6.3.1.3 Nonrecurring Charges (Cont'd)

## (2) Service Rearrangements (Cont'd)

Additionally, the charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service, including translation-only type work. When the physical change involves translation-only type work, a service rearrangement charge will apply at the level of work being performed (such as per trunk, per trunk group, per end office, or per access tandem).

For out-of-band signaling trunk conversions from MF signaling or when converting to 64CCC on a one-for-one basis, the charge specified immediately preceding will not apply. However, should a customer elect to convert trunks from out-of-band signaling to MF signaling, the charge will apply on each transmission path reconfigured.

When the out-of-band signaling option or 64CCC is elected, the customer may add Calling Party Number (CPN), Charge Number (CN), Carrier Selection Parameter (CSP), and Access Transport Parameter (ATP) at no additional charge if these features are specified at the time the out-of-band signaling option or 64CCC is ordered for existing switched access trunks.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)****6.3 Rate Regulations (Cont'd)****6.3.1 Description and Application of Rates and Charges (Cont'd)****6.3.1.3 Nonrecurring Charges (Cont'd)****(2) Service Rearrangements (Cont'd)**

Rearrangement charges apply on a per-termination basis for the following service rearrangements:

- (a) rearranging an existing subtending service from one port to another in the same multiplexing arrangement;
- (b) rearranging an existing subtending service from one multiplexing arrangement to another like multiplexing arrangement in the same wire center; and
- (c) rearranging an existing service into a high-capacity service multiplexing arrangement in the same wire center.

When services are rearranged as described above, the "Additional" rate element for the Rearrangement Charges may apply to all such rearranged services beyond the first without regard to their end-point locations, so long as they are all of the same service type, have the same date due, and are all being rearranged to the same multiplexer as the service which is incurring the associated "First" Rearrangement Charge.

**(3) Connection Charge**

The Switched Access Connection Charge recovers the costs of connecting the trunks/line to the switch. These charges are in addition to any facility charges and are to be applied on a per-line/per-trunk basis.

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

6.3 Rate Regulations (Cont'd)

6.3.1 Description and Application of Rates and Charges (Cont'd)

6.3.1.3 Nonrecurring Charges (Cont'd)

(4) Service Order Charge

The Service Order Charge applies to every order issued except disconnect and record orders and is in addition to all other applicable nonrecurring charges.

Administrative changes will be made without charges(s) to the customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization.
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

(5) Application of Rates

The specific application of these rates for a specific customer is dependent upon the Switched Service selected and the availability of capabilities in the end office to which the service is provided.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
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**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.3 Rate Regulations (Cont'd)

## 6.3.1 Description and Application of Rates and Charges (Cont'd)

## 6.3.1.3 Nonrecurring Charges (Cont'd)

## (6) Switched Transport Rate Elements

## (a) Entrance Facility

The Entrance Facility monthly rate provides for the communication path between a customer's premises and the SWC of that premises and is assessed based on the capacity of the facilities provided (e.g., Voice Grade, DS1, or DS3). The Entrance Facility rate is assessed when the customer premises and the SWC are in the same building. The Entrance Facility rate is in addition to the rates assessed for Direct-trunked Transport and Tandem Switched Transport.

## (b) Direct-trunked Transport

The Direct-trunked Transport monthly rate provides for the transmission facilities between the SWC of the customer's facilities to the end office based on the capacity of the facility requested, i.e. Voice Grade, DS1, or DS3. There are two rates that apply, a fixed rate and a rate per mile. The Direct-trunked Transport rate is in addition to the Entrance Facility rate. Mileage measurement is described in 6.4 following.

## (c) Tandem Transport Charge

The Tandem Transport Charge is assessed on a per-minute of use basis. There are two rates that apply, a fixed rate and a rate per mile/per-minute rate. The Tandem Transport rate is in addition to the Entrance Facility rate. Mileage measurement is described in 6.4 following.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

## 6.3 Rate Regulations (Cont'd)

## 6.3.1 Description and Application of Rates and Charges (Cont'd)

## 6.3.1.3 Nonrecurring Charges (Cont'd)

## (6) Switched Transport Rate Elements (Cont'd)

## (d) Tandem Switching

The Tandem Switching rate is assessed on a per-minute of use basis and is applicable to all Switched Access minutes of use utilizing an access tandem via Tandem Switched Trunk. The Tandem Switching rate is in addition to the Tandem Transmission rate and the rates associated with the Entrance Facility.

(e) Where Switched Access Service is used to carry traffic originated from a TRS Center, Switched Transport rates apply. Local Switching rates do not apply.

## (f) Multiplexing

No multiplexing charge will apply if an individual circuit carrying trunks is at a DS1 level (Entrance Facilities and Direct-trunked Transport) and terminating at a specific switch.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

## **SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)**

### **6.3 Rate Regulations (Cont'd)**

#### **6.3.2 Moves**

A move involves a change in the physical location of one of the following:

- the point of termination at the customer's premises
- the customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

##### **6.3.2.1 Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected.

##### **6.3.2.2 Moves to a Different Building**

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 6. SWITCHED ACCESS SERVICE (Cont'd)****6.4 V&H Coordinate Method of Determining Airline Mileage**

For Access Services provided under this tariff, the airline mileage between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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Bradford M. Bono  
Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

## **SECTION 7. RATES AND CHARGES**

### 7.1 General

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff.

### 7.2 Individual Case Basis (ICB) Arrangements

For special situations, rates for services not covered under this tariff will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Such contracts will be approved by the Pennsylvania Commission prior to the provision of such service.

### 7.3 Payment of Rates and Charges; Reciprocal Pricing

The regulations regarding the payment of rates and charges are set forth in Section 2.5 (Payment for Service).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Pennsylvania, during any billing period, in the event that any of the applicable rates and charges set forth in this Section 7 are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Pennsylvania for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section 7 may be increased by the Company to an amount equal to such Customer Prices.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.4 Switched Transport

## 7.4.1 Entrance Facilities

## 7.4.1.1 Voice Grade

<b>-per point of termination</b>	<b>Nonrecurring Charges</b>		<b>Per Month</b>
	<b>First</b>	<b>Additional</b>	
<b>Two-wire</b>	-	-	\$30.00
Installation/Change	\$400.00	\$175.00	-
Rearrangement	\$175.00	\$75.00	-
<b>Four-wire</b>	-	-	\$60.00
Installation/Change	\$475.00	\$225.00	-
Rearrangement	\$200.00	\$100.00	-

## 7.4.1.2 DS1

<b>-per point of termination</b>	<b>Nonrecurring Charges</b>		<b>Per Month</b>
	<b>First</b>	<b>Additional</b>	
<b>-per point of termination</b>	-	-	\$280.00
Installation/Change	\$675.00	\$350.00	-
Rearrangement	\$300.00	\$150.00	-

## 7.4.1.3 DS3

<b>-per point of termination</b>	<b>Nonrecurring Charges</b>		<b>Per Month</b>
	<b>First</b>	<b>Additional</b>	
Electrical Interface	\$575.00	\$275.00	\$3,050.00
Optical Interface	\$575.00	\$300.00	\$3,050.00

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

7.4 Switched Transport (Cont'd)

7.4.2 Tandem Switched Transport

	<b>Originating</b>	<b>Terminating</b>	(C)
Tandem Interconnection Charge	\$0.000800	\$0.000800	
Tandem Facility Charge	\$0.000800	\$0.000800	
Tandem Transport Charge	\$0.000150	\$0.000150	(C)
	<b>Per Month</b>		
Dedicated Tandem Trunk Port Charge		\$9.90	
- per Trunk		\$0.001568	
-Host/Remote-Fixed-Per MOU		\$0.00250	
-Host/Remote-Per Mile-Per MOU			
Transport Multiplexing (DS3 to DS1)			
-Per MOU		0.000100	

7.4.3 Direct Trunk Transport

	<b>Per Month</b>	
	<b>Fixed</b>	<b>Per Mile</b>
Voice Grade	\$20.00	\$4.00
DS1	\$60.00	\$25.00
DS3		
-Optical	\$850.00	\$170.00
-Electrical	\$850.00	\$170.00

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.4 Switched Transport (Cont'd)

## 7.4.4 Multiplexing

	<b>Nonrecurring Charge</b>	<b>Per Month</b>
<b>Entrance Facility, per arrangement</b>		
DS1 to Voice Grade	\$300.00	\$220.00
DS3 to DS1	\$300.00	\$500.00
<b>Direct-trunked Transport, per arrangement</b>		
DS1 to Voice Grade	\$300.00	\$220.00
DS3 to DS1	\$300.00	\$500.00

## 7.4.5 Shared Network Arrangement

Processing Charge per Service Order, nonrecurring	\$40.00
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## 7.4.6 Switched Access Connection Charge

Per Line or Trunk, nonrecurring	\$5.00
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## 7.4.7 Service Order Charge

Per Service Order, nonrecurring	\$40.00
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## 7.4.8 Market Share Line Charge

Per Access Line/Trunk, per month	\$0.98
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## 7.4.9 Per Remote Trunk Group

Per occurrence	\$200.00
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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.5 End Office

	<u>Originating</u>	<u>Terminating</u>	(C)
Local Switching, per Access Minute	\$0.008934	\$0.008934	
Carrier Common Line	\$0.020000	\$0.020000	(C)

## 7.6 Additional Engineering, Labor and Miscellaneous Services Rates

## 7.6.1 Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

Additional Engineering Period	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours, per engineer	\$43.70	\$34.96
Overtime, outside of normally scheduled working hours, per engineer	\$64.24	\$51.39

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.6 Additional Engineering, Labor and Miscellaneous Services Rates (Cont'd)

## 7.6.2 Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

## 7.6.2.1 Overtime Installation or Repair

Additional Labor Period	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
Overtime <sup>1</sup> , outside of normally scheduled working hours on a scheduled work day, per technician	\$5.56	\$4.44
Premium time <sup>1</sup> , outside of scheduled work day, per technician	\$11.11	\$8.88

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<sup>1</sup> A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.6 Additional Engineering, Labor and Miscellaneous Services Rates (Cont'd)

## 7.6.2 Additional Labor Rates (Cont'd)

## 7.6.2.2 Standby

Additional Labor Period	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours, per technician	None	\$18.96
Overtime <sup>1</sup> , outside of normally scheduled working hours on a scheduled work day, per technician	None	\$24.54
Premium time <sup>1</sup> , outside of scheduled work day, per technician	None	\$30.11

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<sup>1</sup> A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.6 Additional Engineering, Labor and Miscellaneous Services Rates (Cont'd)

## 7.6.2 Additional Labor Rates (Cont'd)

## 7.6.2.3 Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours, per technician	\$18.96	\$15.17
Overtime <sup>1</sup> , outside of normally scheduled working hours on a scheduled work day, per technician	\$24.54	\$19.63
Premium time <sup>1</sup> , outside of scheduled work day, per technician	\$30.11	\$24.09

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<sup>1</sup> A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054

**SECTION 7. RATES AND CHARGES (Cont'd)**

## 7.6 Additional Engineering, Labor and Miscellaneous Services Rates (Cont'd)

## 7.6.3 Miscellaneous Services Rates

## 7.6.3.1 Provision of Access Service Billing Information Rates

	<u>Rate</u>
Provision of Standard Billing Detail and/or Information in magnetic tape format, per record	\$0.007
Data Transmission to Customer's premises of Billing Detail and/or Information, per record transmitted	\$0.002
Additional Copies of Customer monthly bill or service and features record in standard paper format, per page	ICB rates and charges apply

## 7.6.3.2 Toll Free (8YY) Data Base Access Service

Per Query/Call	\$0.002154
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## 7.6.3.3 Directory Assistance Information Surcharge

Originating	\$0.008934
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Terminating	\$0.008934
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Magellan Hill Technologies, LLC  
125 Gaither Dr. Suite E  
Mount Laurel, NJ 08054