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December 26, 2006

Arent Fox PLLC
1050 Connecticut Avenue, NW
Washington, DC 20036-5339
Phone 202/857-6000
Fax 202/857-6395
www.arentfox.com

BY OVERNIGHT DELIVERY

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Gretchen A. Dixon
202/775-5772
Dixon.Gretchen@arentfox.com

Re: Sunesys, Inc.-T-20456A-06-0266

Amendment to Application to Insert Sunesys, LLC d/b/a InfraSource Sunesys, LLC as Applicant in Place of the Current Applicant Sunesys, Inc.

Dear Sir/Madam:

Transmitted herewith on behalf of Sunesys, Inc. is an original and thirteen (13) paper copies of Sunesys' Amendment to the above-referenced Application, requesting that such Application be amended to insert Sunesys, LLC d/b/a InfraSource Sunesys, LLC as the applicant in place of the current applicant Sunesys, Inc.

Should any questions arise with respect to this matter, please communicate directly with this office.

Very truly yours,

Gretchen A. Dixon
Attorney for Sunesys, Inc.
and Sunesys, LLC d/b/a InfraSource Sunesys, LLC

Enclosures

Arizona Corporation Commission
DOCKETED

DEC 27 2006

DOCKETED BY	NR
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AZ CORP COMMISSION
DOCUMENT CONTROL

2006 DEC 27 A 10:26

RECEIVED

**BEFORE THE
ARIZONA CORPORATION COMMISSION**

In the Matter of the Application of Sunesys, Inc. for)
Approval of a Certificate of Convenience and)
Necessity to Provide Facilities-Based Long) Docket No. T-20456A-06-0266
Distance, Facilities-Based Local Exchange)
Telecommunications Services and Private Line Service)

**AMENDMENT TO APPLICATION
TO INSERT SUNESYS, LLC D/B/A INFRA SOURCE SUNESYS, LLC
AS APPLICANT IN PLACE OF THE CURRENT APPLICANT SUNESYS, INC.**

Sunesys, Inc., the applicant in the above-captioned proceeding, hereby amends its pending application in this proceeding (“Application”) to replace Sunesys, Inc. with “Sunesys, LLC d/b/a InfraSource Sunesys, LLC” as the applicant seeking Commission authority. Specifically, it is respectfully requested that as a result of this filing (i) the Commission deem all references to “Sunesys, Inc.” as the applicant in this proceeding to be replaced by “Sunesys, LLC d/b/a InfraSource Sunesys, LLC”; (ii) that any Certificate of Convenience and Necessity issued in this proceeding be issued to Sunesys, LLC d/b/a InfraSource Sunesys, LLC; and (iii) the Commission grant any other relief that is necessary and proper as a result of the filing of this Amendment. In support of this Amendment, the following is shown:

- The Application was filed with the Commission on April 21, 2006. On June 20, 2006, the applicant filed its “Response to First Set of Data Requests” (“First Data Response”) along with certain related Amendments to the Application (“First Amendment Filing”). On August 1, 2006, the applicant filed its Response to Second Set of Data Requests” (“Second Data Response”) along with certain related Amendments to the Application (“Second Amendment Filing”). References to the Application herein shall include, collectively, the originally filed Application, the First Amendment Filing and the Second Amendment Filing.
- Pursuant to a “Notification of Impending Internal Restructuring Impacting Applicant” filed with the Commission on December 13, 2006 (“Notification”), the Commission was advised of an impending internal pro forma corporate restructuring involving the merger of the applicant Sunesys, Inc. with and into its newly formed sister company, Sunesys, LLC d/b/a InfraSource Sunesys, LLC (hereinafter referred to as “Sunesys, LLC”). In the Notification, the Commission was further advised that (i) this merger will be completed

and effective as of 11:59 pm on December 31, 2006; (ii) the applicant Sunesys, Inc. will no longer exist following the merger, and Sunesys, LLC will at that time assume the obligations, authorities and operations of Sunesys, Inc. Finally, the Commission was advised that the intent of this transaction is solely to effectuate a conversion of the form of the operating entity in the above-referenced docket from a corporation to an LLC. The Notification is hereby incorporated herein in its entirety by reference.

- As a result of the filing of the Notification, Commission staff requested that the instant Amendment be submitted in order to replace all references to “Sunesys, Inc.” as the applicant in this proceeding with “Sunesys, LLC d/b/a InfraSource Sunesys, LLC”.

For the convenience of the Commission, the following items in the pending Application should be deemed amended as a result of this Amendment:

- At Item A-2 of the Application, the reference to “Sunesys, Inc.” should be replaced with “Sunesys, LLC”.
- At Item A-3 of the Application, the response “Not applicable” should be replaced with “InfraSource Sunesys, LLC”.
- At Item A-7 of the Application, the response “C – Corporation” should be replaced with “Limited Liability Company – Foreign”. In the “Supplemental Response to Item A-7”, such response should be replaced in its entirety by the following:

“Sunesys, LLC is a single-member Delaware Limited Liability Company. The sole member of Sunesys, LLC is its immediate parent InfraSource Incorporated, a Delaware Corporation, which itself is a wholly owned subsidiary of InfraSource Services, Inc., a Delaware corporation, which is listed on the New York Stock Exchange.”

- Attachment A of the Application is hereby replaced with the “Attachment A” attached hereto.
- Attachment B of the Application is hereby replaced with the “Attachment B” attached hereto.
- At Item A-18 of the Application, the response to that Item shall be replaced in its entirety with the following response:

“As a result of the impending merger of Sunesys, Inc. with and into Sunesys, LLC to be completed and effective as of 11:59 pm on December 31, 2006, the following states have granted their approval of the transfer of telecommunications service authority from Sunesys, Inc. to Sunesys, LLC as of the completion date, or as appropriate, approval for Sunesys, LLC to be newly authorized for the telecommunications services previously authorized to Sunesys, Inc., or a change in the name of the operating entity from Sunesys, Inc. to Sunesys, LLC:

Ohio, New York, Delaware, North Carolina, New Jersey, Georgia, California, the District of Columbia, Illinois, Pennsylvania, Florida, Maryland. In addition, an affiliate of Sunesys, Inc., known as Sunesys of Virginia, Inc., is authorized to provide services in Virginia.”

- At Item A-19 of the Application, the response to that Item shall be replaced in its entirety with the following response:

“Sunesys, Inc. has been providing service in New Jersey, Pennsylvania, Maryland and California. As a result of the impending merger of Sunesys, Inc. with and into Sunesys, LLC to be completed and effective as of 11:59 pm on December 31, 2006, New Jersey, Pennsylvania and California have granted their approval of the transfer of telecommunications service authority from Sunesys, Inc. to Sunesys, LLC as of the completion date, and Maryland has approved a change in the name of the operating entity from Sunesys, Inc. to Sunesys, LLC.”

- At Attachment D of the Application, the applicant had provided financial information in support of the Application. The following statement is provided as a supplement to the information previously provided:

“There will be no changes in the ability of Sunesys, LLC to meet its financial commitments upon completion of the merger with Sunesys, Inc. Specifically, Sunesys, LLC will acquire all of the assets of Sunesys, Inc. and retain the same financial capabilities, financing opportunities and resources currently available to Sunesys, Inc. Sunesys, LLC will not acquire as a result of the merger any additional liabilities beyond those currently held by Sunesys, Inc. or acquire as a result of the merger any other financial obstacles to implementing the requested authority.”

- For the Second Data Response, at Item “STF 2.3”, the first sentence of the response to that Item is amended to include California as an additional state in which fiber services comparable to “Private Line Services” is now being provided.

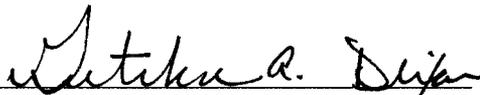
WHEREFORE, for the foregoing reasons, the Application in the above-captioned proceeding is hereby Amended consistent with the above, and it is hereby requested that any Certificate of Convenience and Necessity issued in this proceeding be, therefore, issued to Sunesys, LLC d/b/a InfraSource Sunesys, LLC. It is also requested that the Commission grant

any other relief that is necessary and proper as a result of the filing of this Amendment.

Respectfully submitted,

SUNESYS, INC.

SUNESYS, LLC D/B/A INFRASOURCE SUNESYS, LLC

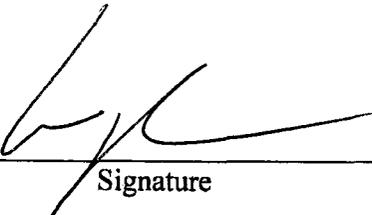
By: 
Gretchen A. Dixon, Esquire (Arizona Bar No. 023182)
ARENT FOX PLLC
1050 Connecticut Avenue, NW
Washington, DC 20036
Phone: (202) 775-5772
Fax: (202) 857-6395

Their Attorney

Dated: December 26, 2006

CERTIFICATION

I certify that to the best of my knowledge the information provided in this "Amendment To Application To Insert Sunesys, LLC d/b/a Infrasource Sunesys, LLC As Applicant In Place Of The Current Applicant Sunesys, Inc." is true and correct.



Signature

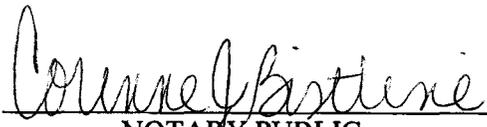
December 21, 2006

Date

William P. Coleman, Sr Vice President

Printed Name

SUBSCRIBED AND SWORN to before me this 21st day of December, 2006.



NOTARY PUBLIC

My Commission Expires April 10, 2010

NOTARIAL SEAL
CORINNE J BISTLINE
Notary Public
WARRINGTON TWP, BUCKS COUNTY
My Commission Expires Apr 10, 2010

Attachment A

Copy of Certificate of Registration As A Foreign LLC

Ownership Listing

DO NOT PUBLISH THIS SECTION

AZ CORPORATION COMMISSION FILED



01766359

1. The company name must contain ending which be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be signed by a manager, member or authorized agent.

2. Provide the name of the state or jurisdiction under whose laws your company was formed.

Provide the state on which your company organized in the state or jurisdiction under whose laws it was formed.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

The agent must consent to the appointment by executing the consent.

OCT 10 2006 APPLICATION FOR REGISTRATION OF A FOREIGN LIMITED LIABILITY COMPANY
R1317 371.5
FILE NO.

1. The name of the foreign limited liability company is:

Sunesys, LLC

1.a. If the exact name of the foreign limited liability company is not available for use in this state, then the fictitious name adopted for use by the limited liability company in Arizona is:

InfraSource Sunesys, LLC

(FN)

2. The company is organized under the laws of: Delaware

(State)

3. The date of the company's formation is: 9/18/06

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:

Leading provider of non-switched, digital fiber optic communications networks

5. The name and street address of the statutory agent for the foreign limited liability company in Arizona is:

CT Corporation System

2394 East Camelback Road

Phoenix, Arizona 85016

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, CT Corporation System, having been designated to act as statutory

(Print Name)

agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Margaret E. Routzahn
[Signature]

MARGARET E. ROUTZAHN
Special Assistant Secretary

CT Corporation System

[If signing on behalf of a company serving as statutory agent, print company name here]

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

Attach a certificate of existence or document of similar import duly authenticated (within sixty (60) days) by the official having custody of corporate records in the State, province or county under whose laws the corporation is incorporated (AZ Const. Art. XIV, §8).

Fax and phone number is optional.

7. If the jurisdiction under the law of which your company is formed, you must provide the address of the principal office of the company, in whatever state or jurisdiction it is located.

The application must be signed by a member, manager or duly authorized agent.

See A.R.S. §29-601 et seq. for more info.

0005 Rev. 09/05

6. Management

Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

R/317 371-5

Name: member manager member manager

Address: _____

City, State, Zip: _____

member manager member manager

Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

InfraSource Incorporated, Member _____

member member

100 West Sixth Street _____

Media, PA 19063 _____

member member

PHONE 610-480-8052 FAX 610-480-8097

7. The address of the office required to be maintained in the jurisdiction under the laws of which the company is organized, if required; or, if not required, the address of the principal office of the company is:
100 West Sixth Street Media, PA 19063

Executed this 26 day of September, 2006

William H. Muller
[Signature]

InfraSource Incorporated, Member by: William H. Muller, Asst. Secretary

[Print Name] (Check One) Member Manager Authorized Agent

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF REGISTRATION

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

INFRA SOURCE SUNESYS, LLC

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 17th day of October 2006.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 17th Day of October, 2006, A. D.



Executive Director

By

October 6, 2006

Resolution of Sunesys, LLC

"RESOLVED that Sunesys, LLC, a Delaware Limited Liability Company hereby adopts the name of InfraSource Sunesys, LLC for use in the state of Arizona.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation, on this 6th day of October, 2006.



InfraSource Incorporated (MEMBER)
By: William H. Muller, Assistant Secretary

Notary Date:

State of Pennsylvania
COUNTY OF: Delaware

The foregoing instrument was acknowledged before me this 6th day of October 2006, by William H. Muller, Assistant Secretary, a Pennsylvania corporation, on behalf of the LLC.

My commission expires: _____



SEAL

Signature of Notary



7769-1

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUNESYS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF OCTOBER, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



4221518 8300

060924813

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5099505

DATE: 10-09-06

Principal Corporate Officers

Lawrence P. Coleman 202 Titus Avenue Warrington, PA 18976	President
William P. Coleman 202 Titus Avenue Warrington, PA 18976	Senior Vice President - Operations
Alan Katz 202 Titus Avenue Warrington, PA 18976	Senior Vice President
Terence R. Montgomery 202 Titus Avenue Warrington, PA 18976	Senior Vice President & Treasurer
John P. Clark 202 Titus Avenue Warrington, PA 18976	Vice President-Finance
Deborah Lofton 202 Titus Avenue Warrington, PA 18976	Senior Vice President & Secretary
William H. Muller 202 Titus Avenue Warrington, PA 18976	Assistant Secretary
Paul T. Bradshaw 202 Titus Avenue Warrington, PA 18976	Assistant Secretary

Sunesys, LLC is a single-member Delaware Limited Liability Company. The sole member of Sunesys, LLC is its immediate parent InfraSource Incorporated, a Delaware Corporation, which itself is a wholly owned subsidiary of InfraSource Services, Inc., a Delaware corporation, which is listed on the New York Stock Exchange.

Attachment B

Proposed Tariff

REGULATIONS AND SCHEDULE OF CHARGES

GOVERNING THE PROVISION OF PRIVATE LINE SERVICES, FACILITIES-BASED LONG DISTANCE TELECOMMUNICATIONS SERVICES AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF ARIZONA

This Tariff applies to the Private Line Services, Facilities-Based Long Distance Telecommunications Services and Facilities-Based Local Exchange Telecommunications Services furnished by Sunesys, LLC in the State of Arizona. This Tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 202 Titus Avenue, Warrington, Pennsylvania 18976.

Issued: _____

Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original Tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original	52	Original
		53	Original
		54	Original

Issued: _____

Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

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Issued: _____

Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of Service.

Authorized User

A person, firm or corporation that is authorized by the customer or joint user to be connected to the Service of the Customer or joint user, respectively.

Commission

The Arizona Corporation Commission.

Company

Sunesys, LLC, the issuer of this Tariff, unless the context clearly indicates otherwise.

Customer

The person, firm or corporation that orders Service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

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Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

2. DEFINITIONS (Cont'd)

End User or User

Any person or entity that obtains the Company's Services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and Services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Arizona.

Service(s)

Any service(s) provided by the Company under this Tariff.

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Effective: _____

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Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

2. DEFINITIONS (Cont'd)Service Commencement Date

The first date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use Service provided under this Tariff.

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Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

3. APPLICATION OF TARIFF

- 3.1 This Tariff sets forth the regulations and rates applicable to the intrastate Services provided by the Company in connection with one-way and/or two-way information transmission originating from user points within the State of Arizona.

4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders that shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.3 Terms and Conditions (Cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. To the extent permitted by state and federal law, the Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) Except for the extension of allowances to the Customer for interruptions in Service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the Service.

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202 Titus Avenue
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) The Company shall not be liable for any delay or failure of performance or equipment due to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of any military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages, or other labor difficulties; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and Services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

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Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that Service is unavailable.

Issued: _____

Effective: _____

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

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

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within a reasonable time, not to exceed the time periods set forth in applicable state laws and regulations, after the date of the occurrence that gave rise to the claim.
- I) To the extent consistent with applicable state laws and regulations, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- J) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed the credit allowances set forth in Section 4.7 of this Tariff. No action or proceeding against the Company shall be commenced against the Company after the time periods set forth in applicable state laws and regulations.
- K) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its Services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its Services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Special construction charges may be established at negotiated rates with the Customer, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Special construction charges will be made available to similarly situated customers on a non-discriminatory basis.

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

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4. REGULATIONS (Cont'd)4.2 Prohibited Uses

- A) The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for Service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

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4. REGULATIONS (Cont'd)4.3 Obligations of the Customer (Cont'd)4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.3 Station Equipment (Cont'd)

- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A) The Company shall not require a deposit from a Customer for Service if the applicant is able to meet any of the following requirements:
- 1) The Customer has had continuous Service of a comparable nature with the Company at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.
 - 2) The Customer produces a letter regarding credit or verification from another provider where service of a comparable nature was last received which states:
 - a) Customer had a timely payment history at time of service discontinuation.
 - b) Customer has no outstanding liability from prior service.

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4. REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.2 Deposits

- 3) In lieu of a deposit, a new Customer may provide a Letter of Guarantee from an existing customer with Service who is acceptable to the Company or a surety bond as security for the Company. The Company shall review and release an existing customer as a guarantor for the new Customer after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.
- B) The Company shall issue a nonnegotiable receipt to the Customer for the deposit. The inability of the Customer to produce such a receipt shall in no way impair the Customer's right to receive a refund of the deposit which is reflected on the Company's records.
- C) The Company shall pay simple per annum interest on Customer deposits, from the date of receipt by the Company, at the rate of 6%, or as otherwise required by the Commission.
- D) Deposits and accrued interest shall be refunded after 12 months of Service if the Customer has not been delinquent in the payment of bills or applied to the closing bill upon discontinuance of Service.
- E) Unless the Company is prohibited from requiring a deposit pursuant to the terms of this Tariff, the Company may require a Customer to establish a deposit at the Company's discretion, including in a situation where the Customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for Service during the last 12 months.
- F) The amount of a deposit required by the Company shall be determined according to the following terms:
 - 1) Residential Customer deposits shall not exceed 2 times that Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer, whichever is greater.
 - 2) Nonresidential Customer deposits shall not exceed 2 1/2 times that Customer's estimated maximum monthly bill.

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4. REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.2 Deposits

- G) The Company may review the Customer's usage after Service has been connected and adjust the deposit amount based upon the Customer's actual usage.

4.6 Payment Arrangements4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

- A) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for Services and facilities furnished to the Customer by the Company.

- A) Charges for facilities and Service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. The billing date shall be printed on the bill and the date rendered shall be the mailing date. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the Customer of its obligations therein. A Customer's bill shall not be considered past due earlier than 15 days from the date the bill is rendered. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at

4. REGULATIONS (Cont'd)

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4.6 Payment Arrangements (Con't)4.6.2 Billing and Collection of Charges (Con't)

A) (Con't)

any location designated by the Company. If objection is not received by the Company within a reasonable time after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the rate of six percent (6%).

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C) When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

D) Billing of the Customer by the Company will begin on the Service Commencement Date, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

4. REGULATIONS (Cont'd)

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4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due; or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor. When the Company is notified by the Customer's bank that there are insufficient funds to cover the check tendered for Service, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company. A Customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of Service for nonpayment of bills.
- G) If Service is disconnected by the Company in accordance with Section 4.6.4 and later reinstalled, Service will be subject to all applicable installation charges. If Service is suspended by the Company and later restored, Service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within a reasonable amount of time (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund of any overpayment by the Customer.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)

- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.
- 5) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the Late Payment Charge.
- 6) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the Late Payment Charge.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)C) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

The Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Suspension or Termination for Nonpayment

If a bill or deposit is not paid by the due date, it becomes past due. Subject to the provisions in Section 4.6.1, in the event that any bill rendered or any deposit required is past due, the Company may suspend Service or terminate Service until the bill or the required deposit has been paid. Suspension of Service is a temporary interruption of Service, which, if not remedied by Customer, can result in termination of Service. Termination of Service is the discontinuance or disconnection of Service. If Service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any past due payments and any applicable deposits upon reconnection.

- 1) Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- 2) Suspension will not be made until at least 8 days after written notification has been mailed to the Customer.

Service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Prior to termination of Service, the Company shall provide customer with a notice containing the following:

- 1) A statement that failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the termination of Services;
- 2) The earliest date when termination will occur;

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Suspension or Termination for Nonpayment (Cont'd)

- 3) The reason(s) for termination and any action which the Customer must take in order to avoid the termination including the total amount required to be paid (which shall not be greater than the past due balance);
- 4) The total amount due to avoid termination of Service and a statement that nonpayment of such charges may result in the termination of Service;
- 5) The address and telephone number of the office of the Company that the Customer may contact in reference to his/her account;
- 6) A statement that the Commission Staff is available to render assistance with unresolved complaints, and the then-current address and local/toll-free telephone numbers and TDD/TTY numbers of the Commission's public interest center;
- 7) A statement that an additional charge for reconnection may apply if Service is terminated;
- 8) A statement that payments to an unauthorized payment agent may result in untimely or improper crediting of the Customer's account; and
- 9) If applicable, a statement that the customer is eligible for a Deferred Payment Arrangement as described in Section 4.6.8 of this Tariff.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Suspension or Termination for Nonpayment (Cont'd)

Unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise, Service shall be reconnected by five p.m. on the next business day following either:

- 1) Receipt by the Company or its authorized agent of the full amount in arrears for which Service was suspended or terminated, or upon verification by the Company that conditions which warranted suspension or termination have been eliminated; or
- 2) Agreement by the Company and the customer on a deferred payment plan, if required, under the plan.

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

4.6.5 Exceptions to Suspension and Termination

Service shall not be suspended or terminated for:

- 1) Nonpayment for Service for which a bill has not been rendered;
- 2) Nonpayment for Services which have not been rendered;
- 3) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations. However, Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Termination For Cause Other Than NonpaymentA. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice (but not less than 5 days), may terminate Service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the customer of the rules and regulations governing the facilities and Service furnished, or
2. if, in the judgment of the Company, any use of the facilities or Service by the customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company, or

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)A. General (Cont'd)

4. in the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness by the close of business on the termination date listed on the termination notice.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

1. The use of facilities or Service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)B. Prohibited, Unlawful or Improper Use of the Facilities or Service
(Cont'd)

4. The use of the Service in such a manner such that it interferes with the Service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the Service;
6. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate Service.
2. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the Service is restored.

4.6.7 Emergency Termination of Service

The Company will immediately terminate the Service of any customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.8 Cancellation of Application for Service

- A) The Customer may cancel an application for Service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring Service charge.
- B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service4.7.1 General

- A) A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- C) If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.
- D) Credit for Interruptions
 - 1) If the interruption continues for more than twenty-four (24) hours but less than forty-eight (48) hours, the credit shall be a pro-rata portion of the monthly charge(s) for any and all Services rendered inoperative during the interruption.
 - 2) If the interruption continues for more than forty-eight (48) hours but less than seventy-two (72) hours, the credit shall be one-third of one month's charges for any Services rendered inoperative.
 - 3) If the interruption continues for more than seventy-two (72) hours but less than ninety-six (96) hours, the credit shall be two-thirds of one month's charges for any Services rendered inoperative.

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.1 General (Cont'd)

D) Credit for Interruptions (Cont'd)

- 4) If the interruption continues for more than ninety-six (96) hours, the credit shall be one month's charges for any Services rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

- E) Credits attributable to any billing period for interruptions of Service shall not exceed the total charges for that period for the Service and facilities furnished by the Company rendered useless or substantially impaired.
- F) For the purpose of applying this provision, the word "interruption" shall mean the inability to complete transmissions either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for Service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages, or where the interruption is the result of acts of God, military action, wars, insurrections, riots, or strikes. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or user, as a result of a malfunction of Customer or user-owned equipment, where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or Service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- 1) interruptions due to the negligence of, or willful act on the part of the Customer;
- 2) interruptions due to the failure or malfunction of Customer-owned equipment, including service connected to customer provided electric power;
- 3) interruptions of service during any period in which the Company is not given full and free access to the Customer's premises due to the Customer missing a repair appointment;
- 4) interruptions of Service due to acts of God; military action, war, insurrection, riots or strikes.

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.4 Cancellation For Service Interruption

Cancellation or termination for Service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative Service credits equaling 16 hours in a continuous 12-month period. The right to cancel Service under this provision applies only to the single circuit which has been subject to the outage or cumulative Service credits.

4.7.5 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.7.6 Termination Liability

Customer's termination liability for cancellation of Service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish Service to Customer, plus;
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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4. REGULATIONS (Cont'd)4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)4.8.1 Unauthorized Use of the Network (Cont'd)

B) The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any Service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

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4. REGULATIONS (Cont'd)4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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5. DESCRIPTION OF SERVICE

5.1. APPLICATION OF RATES

5.1.1. Service Establishment Charges

- A. Service Establishment Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Establishment Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Establishment Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Establishment Charges, along with any additional costs that may be involved.
- F. Service Establishment Charges for the initial establishment of Service are payable with the first bill rendered for Service.

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5. DESCRIPTION OF SERVICE (Cont.)5.2 GENERAL DESCRIPTION OF SERVICES

- 5.2.1 Private Line Services. The Company will furnish a non-switched, digital fiber-optic communications network capable of providing high-speed dedicated access and multiplexing services to large commercial, non-profit, and government entities. Company's primary business activities fall into two categories (i) the leasing of dedicated fiber optic facilities constructed and owned by Company to large commercial users and governmental entities, and (ii) the provision of managed metropolitan Ethernet network services, over fiber optic facilities constructed and owned by the Company, to school and library systems. The Company does not currently provide services to residential customers nor does the Company anticipate providing residential service in the future.
- 5.2.2 Direct Dialed Calls. Intrastate toll service billed at a maximum of thirty (30) second increments.
- 5.2.3 Calling Card Calls. A calling card service that may be accessed from any touch tone telephone. Calling card service is not accessible from a rotary telephone.
- 5.2.4 Debit Card Calls. A debit card service that may be accessed from any touch tone telephone. Debit card service is not accessible from a rotary telephone.
- 5.2.5 Inbound Toll-Free Number Service. An 800/888 number service is offered to Customers who subscribe to the Company's direct dialed toll service. Inbound toll-free number service is available twenty-four (24) hours a day, seven (7) days a week.
- 5.2.6 Facilities-Based Local Exchange Service. Local exchange service to be provided on a facilities-based basis, comprised of Standard Flat Rate Service and Hunting Line Service.
- 5.2.7 The Company offers its services subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

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6. MINIMUM/MAXIMUM AND CURRENT RATES

The rates specified in this Section are minimum, maximum and current tariffed rates. Where this Tariff provides for a rate or charge for a Service, the specified "Current" rate or charge shall apply to Customer's use of such Service regardless of the terms of Customer's Customer Service Agreement, if any, unless the Service is provided as part of a negotiated arrangement in which case the "Current" rate or charge applicable to Customer's use of such Service shall be the rate or charge specified in such arrangement, which in any event will fall within the "Minimum" and "Maximum" rates specified herein.

6.1 Service Establishment Charges For Private Line Services - Assessed on a per fiber mile ("FM") basis for dark fiber leases.

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>CURRENT</u>
a. Dark Fiber	\$10,000/FM	\$15,000.00/FM	\$10,000/FM
b. Gigabit Ethernet	\$25,000/site	\$37,500.00/site	\$25,000/site
c. Point to Point T-1 Services	\$15,000/site	\$22,500.00/site	\$15,000/site
d. Baseband Video Transmission Services	\$15,000/site	\$22,500.00/site	\$15,000/site
e. Broadband Video Transmission Services	\$25,000/site	\$37,500.00/site	\$25,000/site

6.2 Recurring Monthly ("MO") Service Charges for Private Line Services - Assessed on a per fiber mile ("FM") basis for dark fiber leases.

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>CURRENT</u>
a. Dark Fiber	\$275/mo/FM	\$415.00/month/FM	\$275/mo/FM
b. Gigabit Ethernet	\$7,500/mo/site	\$11,250.00/month/site	\$7,500/mo/site
c. Point to Point T-1 Services	\$5,000/mo/site	\$7,500.00/month/site	\$5,000/mo/site
d. Baseband Video Transmission Services	\$5,000/mo/site	\$7,500.00/month/site	\$5,000/mo/site

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6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.6.2 Recurring Monthly ("MO") Service Charges for Private Line Services, Cont.

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>CURRENT</u>
e. Broadband Video Transmission Services	\$7,500/mo/site	\$11,250.00/month/site	\$7,500/mo/site

6.3 Usage Charges for Private Line Services

Usage charges are included in the recurring service charges.

6.4 Rates Applicable for Direct Dialed, Calling Card, Debit Card and Inbound Toll-Free Number Services6.4.1 Chargeable Time

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between Customer and the calling or called station, and ends when the calling station "hangs up."

6.4.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's Service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day after receipt by Company of notification of cancellation, as described in this Tariff.

6.4.3 Emergency Calls

Customer shall configure its PBX or other switch vehicle from which a Customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.6.4 Rates Applicable for Direct Dialed, Calling Card, Debit Card and Inbound Toll-Free Number Services, Cont.6.4.4 Rates Applicable to Direct Dialed Calls

The Company's out-bound intrastate intraLATA and intrastate interLATA toll service are flat rate offerings. For billing purposes, call timing is rounded up to, at a maximum, six (6) second increments.

6.4.4.1 IntraLATA Calls

Usage Charges:

PER MINUTE RATES

Days/Nights & Weekends	Current	Minimum	Maximum
	\$0.09	\$0.09	\$0.09

6.4.4.2 Intrastate InterLATA Calls

Usage Charges:

PER MINUTE RATES

Days/Nights & Weekends	Current	Minimum	Maximum
	\$0.09	\$0.09	\$0.09

6.4.5 Rates Applicable to Calling Card Calls

The Company's calling card service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Access to the Company's service is via a toll-free number. Calling card service is not accessible from a rotary telephone. The Customer must input a valid Authorization Code in addition to the destination number with area code. For billing purposes, call timing is rounded up to, at a maximum, thirty (30) second increments.

6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.

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6.4 Rates Applicable for Direct Dialed, Calling Card, Debit Card and Inbound Toll-Free Number Services, Cont.

6.4.5 Rates Applicable to Calling Card Calls, Cont.

Usage Charges:

PER MINUTE RATES

Days/Nights & Weekends	Current	Minimum	Maximum
	\$0.25	\$0.25	\$0.25

6.4.6 Rates Applicable to Debit Card Calls

The Company's debit card service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Access to the Company's service is via a toll-free number. Debit card service is not accessible from a rotary telephone. The Customer must input a valid Authorization Code in addition to the destination number with area code. For billing purposes, call timing is rounded up to, at a maximum, thirty (30) second increments.

Usage Charges:

PER MINUTE RATES

Days/Nights & Weekends	Current	Minimum	Maximum
	\$0.25	\$0.25	\$0.25

6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.

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6.4 Rates Applicable for Direct Dialed, Calling Card, Debit Card and Inbound Toll-Free Number Services, Cont.

6.4.7 Rates Applicable to Inbound Toll-Free Number Service

The Company's Inbound Toll-Free Number Service (1-800/888) is offered to Customers who subscribe to the Company's direct dialed toll service. Inbound Toll-Free Number Service is available twenty-four (24) hours a day, seven (7) days a week. Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's located at no charge to the calling party. For billing purposes, call timing is rounded up to, at a maximum, thirty (30) second increments.

Usage Charges:

PER MINUTE RATES

Days/Nights & Weekends	Current	Minimum	Maximum
	\$0.15	\$0.15	\$0.15

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6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.

6.5 Rates Applicable for Local Exchange Services

6.5.1 Rates Applicable to Local Exchange Term Services

6.5.1.1 Standard Flat Rate Service

Provides a Customer with communications channels that can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Customers receive unlimited calling within their local calling area. No measured or message rate usage charges apply to calls placed to or received from areas within the local calling area.

(A) Set Up Fee

A one-time set up fee, applied per Account.

Current 1Yr	Current 3Yr	Min 1 Yr	Min. 3Yr	Max 1Yr	Max 3r
\$50.00	\$0.00	\$50.00	\$0.00	\$100.00	\$50.00

(B) Access Line Charge, per month, per line

Initial Line

Current 1Yr	Current 3Yr	Min 1 Yr	Min. 3Yr	Max 1Yr	Max 3r
\$30.40	\$30.40	\$30.40	\$30.40	\$65.00	\$65.00

Additional Line, each:

Current 1Yr	Current 3Yr	Min 1 Yr	Min. 3Yr	Max 1Yr	Max 3r
\$30.40	\$30.40	\$30.40	\$30.40	\$30.40	\$30.40

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6. MINIMUM/MAXIMUM AND CURRENT RATES, CONT.

6.5 Rates Applicable for Local Exchange Services

6.5.2 Rates Applicable to Hunting Line Service

Hunting Service is an optional arrangement available to Customers with two or more individual lines. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to another line that is not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential.

6.5.2.1 Basic Hunting - Per Access Line, Per Month:

Current	Minimum	Maximum
\$6.40	\$6.40	\$15.00

6.5.2.2 Circular Hunt – Per Hunt Group

Circular Hunt allows for hunting to start at the dialed number and continue in ascending order to the last number in the hunt group. The rates and charges for Circular Hunt are in addition to the rates and charges for Basic Hunting.

Current	Minimum	Maximum
\$3.00	\$3.00	\$7.00

6.5.2.3 Preferential Hunt – Per Access Line

Preferential Hunt enables incoming calls to a specific number within a hunt group to hunt over a unique hunting sequence of lines within the hunting group. The rates and charges for Preferential Hunt are in addition to the rates and charges for Basic Hunting.

Current	Minimum	Maximum
\$1.00	\$1.00	\$3.00

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