

SCHEDULE

FOR

METNET COMMUNICATIONS SERVICES, INC.

DATA ONLY COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING TO THE PROVISION OF FACILITIES-BASED AND RESALE-BASED
DATA ONLY COMPETITIVE LOCAL EXCHANGE SERVICES IN THOSE PORTIONS
OF THE COMMONWEALTH OF PENNSYLVANIA THAT ARE SERVED BY
VERIZON PENNSYLVANIA INC., VERIZON NORTH INC. AND SPRINT/UNITED
TELEPHONE COMPANY OF PENNSYLVANIA

CHECK SHEET

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TARIFF INFORMATION

A. TARIFF FORMAT

B. Sheet Numbers

Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially in each Section. When a new sheet is added between existing sheets with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

C. Revision Numbers

Revision numbers also appear in the upper right hand corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, a Fourth revised sheet cancels a Third revised sheet.

D. Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this Tariff.

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TARIFF INFORMATION

E. References To Other Rate Schedules

Whenever reference is made to other rate schedules, the reference is to the rate schedules in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

F. Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

- (C) - To signify change.
- (D) - To signify decrease.
- (I) - To signify increase.

G. Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this Tariff, are Trademarks and Service Marks of MetNet Communications, Inc. and are as specified in the Master Table of Contents and/or the appropriate Service of this Tariff.

H. Construction of Tariff Consistent with 52 Pa. Code

Any provision of this tariff which is found to be inconsistent with 52 Pa. Code will be deemed inoperative.

SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION

1. 1. 1 General

This Tariff applies to the furnishing of Local Exchange Data Service defined herein by MetNet Communications Services, Inc. (MetNet or Company) and provided within those portions of the Commonwealth of Pennsylvania served by Verizon Pennsylvania Inc., Verizon North Inc., Sprint/United Telephone Company of Pennsylvania.

The provision of Local Exchange Data Service is subject to existing regulations and terms and conditions specified in this Tariff and the Company's current Tariffs, and may be revised, added to or supplemented by superseding issues.

MetNet will provide the services set forth in this Tariff subject to the availability of its own facilities, and subject to the availability of facilities and services to be leased and/or purchased from incumbent local exchange companies or other competitive local exchange companies.

SECTION 2 - GENERAL REGULATIONS**2.1 DEFINITIONS**

Commercial Service (Business) -- Service provided in offices, stores, factories and all other places of strictly business nature.

Consumer Service -- Consumer Service denotes service provided when the main station is located in a private residence or a residential room or apartment of a building of any type. All listings of the service are in the names of individuals, without a business designation.

Customer Premises -- All space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

Exchange Area -- An area for which a separate local rate schedule is provided.

Exchange Service -- The furnishing of equipment and facilities for telephonic communication within local service areas in accordance with the provisions of this Tariff.

Local Exchange Data Service -- Service which provides for exchange telephonic communication for the purpose of transmitting data communications, within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area -- That area within which a Customer for exchange service can make telephone calls without the payment of a toll charge. A local service area may be made up of one or more central office areas or exchange areas.

Intrastate Message Telecommunications Service (IMTS) -- Interexchange telecommunications services originating from one or more stations within Pennsylvania and terminating to one or more stations within Pennsylvania.

SECTION 2 - GENERAL REGULATIONS**2.2 UNDERTAKING OF THE COMPANY****2.2.1 General**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified.

Local Exchange Data Services consist of furnishing switched or routed communications in connection with one-way and/or two-way information transmission points within a Local Service Area for the purpose of data communications.

Interexchange Services consist of furnishing switched or routed communication in connection with one-way and/or two-way information transmission points between two Local Service Areas.

Service is provided for a minimum period of at least one month, 24-hours per day.

2.2.2 Terms and Conditions

A Customer may be required to enter into a written service agreement which 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. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature

SECTION 2 - GENERAL REGULATIONS

2.2 UNDERTAKING OF THE COMPANY (Cont'd)

2.2.2 Terms and Conditions (Cont'd)

extend beyond the termination of the term of the service order shall survive such termination.

2.2.3 Limitations

2.2.3.A Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff.

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

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

2.2.3.D All facilities provided under this Tariff are directly controlled by the Company, and the Customer may not transfer or assign the use of service or facilities without the express written consent of the company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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

SECTION 2 - GENERAL REGULATIONS**2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.4 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.2.5 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.

SECTION 2 - GENERAL REGULATIONS**2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.5 Provision of Equipment and Facilities (Cont'd)**

Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

The Customer shall be responsible for the payment of service charges, as set forth herein, and for visits by the Company's agents or employees to the premises of the Customer when a service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

The reception of signals by Customer-provided equipment.

2.2.6 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the Company.

SECTION 2 - GENERAL REGULATIONS**2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.7 Station Equipment**

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.8 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Data Services and the channels, facilities or equipment of others shall be provided at the Customer's expense.

2.2.9 Inspections

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 the section for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

SECTION 2 - GENERAL REGULATIONS**2.2 UNDERTAKING OF THE COMPANY (Cont'd)****2.2.9 Inspections (Cont'd)**

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.3 LIABILITY OF THE COMPANY**2.3.1 Service Liability**

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for Interruptions.

The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.

The Company is not liable for damages associated with the service which it does not furnish.

SECTION 2 -- GENERAL REGULATIONS**2.3 LIABILITY OF THE COMPANY (Cont'd)****2.3.1 Service Liability (Cont'd)**

The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff involving:

- 2.3.1.A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
- 2.3.1.B. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- 2.3.1.C. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff/
- 2.3.1.D. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

SECTION 2 - GENERAL REGULATIONS**2.3 LIABILITY OF THE COMPANY (Cont'd)****2.3.1 Service Liability (Cont'd)**

The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

2.3.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.3.3 Credit Allowance for Interruptions

Interruptions of twenty-four hours or more, *except* where service is interrupted by the negligence or willful act of the customer or where the Company, pursuant to the terms of contract for service, suspends or terminates service for nonpayment of charges or for unlawful or improper use of the facilities or service, which are reported to or detected by the Company, shall be credited to the Customer based on the following calculations pursuant to 52 Pa. Code §63.24:

SECTION 2 - GENERAL REGULATIONS**2.3 LIABILITY OF THE COMPANY (Cont'd)****2.3.3 Credit Allowance for Interruptions (Cont'd)**

1/30 of the tariff monthly rate for the first three 24 hour periods during which the interruption continues; and 2/30 of each full 24-hour period beyond the first three 24-hour periods, provided that in no instance may the allowance for the out-of-service period exceed the total monthly charges in a billing period. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the public utility, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the public utility rendered inoperative or substantially impaired to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the public utility.

2.4 OBLIGATIONS OF THE CUSTOMER**2.4.1 General**

The Customer shall be responsible for:

The payment of all applicable charges pursuant to this Tariff;

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 premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.4 OBLIGATIONS OF THE CUSTOMER

2.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.4.1 General (Cont'd)

Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the Costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; the Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service.

Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e. g. asbestos) prior to any construction or installation work;

SECTION 2 - GENERAL REGULATIONS

2.4 OBLIGATION OF THE CUSTOMER (Cont'd)

2.4.1 General (Cont'd)

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 Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer; no allowance will be made for the period during which service is interrupted for such purposes.

2.4.2 Claims

With respect to any service or facility provided by the Company, 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:

Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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

SECTION 2 -- GENERAL REGULATIONS

2.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.4.2 Claims (Cont'd)

Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act of omissions by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.5 PAYMENTS AND CHARGES

2.5.1 Billing and Collection

The Customer is responsible for payment of all charges for facilities and services furnished by the Company to the Customer regardless of whether such charges were incurred or authorized by the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed monthly, in advance of the month in which service is provided, except for usage sensitive charges which will be billed monthly for the preceding billing period.

Bills are due by the payment due date shown on the bill -- under normal circumstances within 25 days of bill submission.

The Company complies with the requirements of Chapter 64 in Title 52 regarding billing standards and practices for residential Customers. In instances where sections of this Tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

SECTION 2 -- GENERAL REGULATIONS**2.5 PAYMENTS AND CHARGES (Cont'd)****2.5.2 Billing Disputes**

The Customer should notify the Company (orally or in writing) of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file an informal complaint, after 10 days of the carrier's response, with the Bureau of Consumer Services at the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265, Phone 1-800-782-1110, in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under Chapter 64 Pa Code, which governs the provision of residential telephone service.

2.5.3 Advance Payments

The Company may require a Customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require, from an applicant for service, advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

2.5.4 Deposits

Consistent with applicable PUC rules, the Company may require an applicant or a Customer to make a suitable cash deposit or an acceptable third party guarantee (residence Customers only) to be held by the Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Company's applicable Tariffs, the amount of such deposit shall not exceed the amount of charges for services which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an

SECTION 2 -- GENERAL REGULATIONS**2.5 PAYMENTS AND CHARGES (Cont'd)****2.5.5 Deposits (Cont'd)**

adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer, or the deposit may be returned at any time previous thereto, at the option of the Company.

The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for non-payment of any sums due the Company for the service rendered.

Interest on Customer deposits accrue at the rate of the average of 1 year US Treasury bills for September, October and November of the previous year and is payable on deposits.

2.5.6 Returned Check Charges

The Customer will be assessed a charge of twenty-five (\$25.00) dollars for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

2.5.7 Minimum Period Charges

The minimum period for flat rate service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition all nonrecurring charges associated with the provision of the service will be billed.

SECTION 2 -- GENERAL REGULATIONS**2.5 PAYMENTS AND CHARGES (Cont'd)****2.5.8 Late Payment Charges**

A late payment charge of 1.5% will be assessed after thirty (30) days of an unpaid balance per month for non-residential customers. A late payment charge of 1.25% per month shall apply to unpaid balances after 30 days for residential customers.

2.6 DISCONTINUANCE OF SERVICE**2.6.1 Conditions Under Which Company May Discontinue Service to Customer.**

- 2.6.1.A. Upon non-payment of any amounts owed to the Company pursuant to this Tariff, the Company may discontinue service without incurring any liability.
- 2.6.1.B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may discontinue service without incurring any liability if Customer does not promptly cure the violation after receiving notice from the Company.
- 2.6.1.C. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue service without incurring any liability.
- 2.6.1.D. Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

SECTION 2 -- GENERAL REGULATIONS

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2.6 DISCONTINUANCE OF SERVICE (Cont'd)

2.6.1 Conditions Under Which Company May Discontinue Service to Customer (Cont'd)

Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.6.2 Restoral of Service to Customer Following Discontinuance of Service.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay a restoral of service charge.

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If service has been suspended or discontinued for non-payment, service will be re-established upon receipt of payment of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon clearance of the check by the bank.

SECTION 2 -- GENERAL REGULATIONS**2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.3 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.4 Notices and Communications

In lieu of the location where the service is provided, the Customer may designate on the service order an address to which the Company shall mail or deliver all notices and other communications, including the bill.

All notices at other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.6.5 Cancellation of Service Order or Service Termination by Customer

Customer is required to provide five (5) days advance notice to the Company for discontinuing service. If a Customer with an established account cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer may be required to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable: all costs, fees and expenses reasonably

SECTION 2 -- GENERAL REGULATIONS**2.6 DISCONTINUANCE OF SERVICE (Cont'd)****2.6.5 Cancellation of Service Order or Service Termination by Customer (Cont'd)**

incurred in connection with 1) all nonrecurring charges reasonably expended by Company to establish service to the Customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, and 3) all recurring charges specified in the applicable service order Tariff for the balance of the then current term.

2.6.6 Cancellation or Termination of Customer's Service by Company

The Company is permitted to terminate its service relationship with the Customer, without incurring any liability in the event that any of the following situations arises. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

Any Business Customer will receive written notice of termination at least ten (10) days prior to termination. Any residential customer will receive notice as prescribed by 52 Pa. Code §64 *et seq.*

- 2.6.6.A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use communications services or its planned use of service(s); or
- 2.6.6.B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
- 2.6.6.C. The Customer states that it will not comply or fails to comply with a written request by the Company for security for the payment for service(s), as specified in this Tariff; or

SECTION 2 -- GENERAL REGULATIONS

2.6 DISCONTINUANCE OF SERVICE (Cont'd)

2.6.6 Cancellation or Termination of Customer's Service by Company (Cont'd)

- 2.6.6.D. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- 2.6.6.E. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- 2.6.6.F. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the service by:
- 2.6.6.G. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - 2.6.6.G.1. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 2.6.6.G.2. Any other fraudulent means or devices; or
 - 2.6.6.G.3. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
 - 2.6.6.G.4. The use of profane or obscene language; or
 - 2.6.6.G.5. Any violation of any of the rules, regulations, or conditions under which service is furnished.

SECTION 2 -- GENERAL REGULATIONS

2.6 DISCONTINUANCE OF SERVICE (Cont'd)

2.6.7 Assignment or Transfer of Service

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer or substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.6.8 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.7 SPECIAL TAXES, FEES, CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise, or occupation tax, costs of furnishing service without charge or similar taxes or impositions levied by the Federal, State, or Local government, or any political subdivision or taxing authority against the Carrier may be billed by the Carrier to its Customers on a pro rata basis.

SECTION 3 - SPECIAL ARRANGEMENTS

3.1 SPECIAL ARRANGEMENTS

3.1.1 Contracts

MetNet may offer customized service packages under special arrangements on a case by case basis. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff.

3.1.2 Promotional Offerings

MetNet may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

SECTION 4 -- SERVICE AREAS

4.1 EXCHANGE CLASSIFICATIONS AND LOCAL CALLING AREAS

4.1.1 General

The Company offers Local Exchange Data Service within the Exchange Areas located within the service territories of Verizon Pennsylvania Inc., Verizon North Inc. and Sprint/United Telephone Company of Pennsylvania, and subscribes to the local calling areas and exchange area maps of Verizon Pennsylvania Inc., Verizon North Inc., Sprint/United Telephone Company as those calling areas and maps are set forth in the currently effective tariffs of those companies subject to the availability of facilities.

4.1.2 Philadelphia Suburban Exchanges

Reference Verizon Pennsylvania, Inc. Tariff PA P.U.C. No. 182A

<i>Originating Exchange</i>	<i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE (Verizon – DE), Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE (Verizon – DE)
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, DE (Verizon – DE), Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newton Square, Chester, Chester Heights, Media, Swarthmore

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Originating Exchange	Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newton Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newton Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newton Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newton Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne

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Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newton Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newton Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove

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Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yarley

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Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

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4.1.3 Philadelphia Exchanges

Reference Verizon Pennsylvania, Inc. Tariff PA P.U.C. No. 182

Originating Exchange	Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Philadelphia Zone 1	
Local Area	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Metropolitan Area	All stations included in Local Area preceding plus all other Zones of the Phila. Suburban Exchange.
Philadelphia Zone 2	
Local Area	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24
Metropolitan Area	All stations included in Local Area preceding plus all other Zones of the Phila. Suburban Exchange.
Philadelphia Zone 3	
Local Area	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34

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Originating Exchange	Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Metropolitan Area	All stations included in Local Area preceding plus all other Zones of the Phila. Suburban Exchange.
Philadelphia Zone 4	
Local Area	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41
Metropolitan Area	All stations included in Local Area preceding plus all other Zones of the Phila. Suburban Exchange.

4.1.4 Pittsburgh Suburban Exchanges

Reference Verizon Pennsylvania, Inc. Tariff PA P.U.C. No. 185B.

Originating Exchange	Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Bethel Park (Pitt. Sub. 12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt. Sub. 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt. Sub. 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt. Sub. 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt. Sub. 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt. Sub. 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Alltel), Hermine, Jeannette

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Originating Exchange	Local Calling Area <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
McKeesport (Pitt. Sub. 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt. Sub. 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

4.1.5 Pittsburgh Exchanges

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Reference Verizon Pennsylvania, Inc. Pa. P.U.C. Tariff No. 185C.

Originating Exchange	<i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills

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<i>Originating Exchange</i>	<i>Local Calling Area</i> <i>Unlimited Usage Package Local Calling Areas Include All Stations Bearing the Central Office Designations of the Exchanges and Zones Listed. The incumbent local exchange carrier is listed for reference only, herein Verizon Pennsylvania Inc. unless otherwise noted.</i>
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

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SECTION 5 -- DESCRIPTION OF SERVICE**5.1 SERVICE DESCRIPTIONS****5.1.1 Data Access Service.**

Data Access Service provides a Customer with a high-speed conduit to other locations of the Customer or to other telecommunications end user Customers. The Company provides Customers with a standard 10/100 or 10/100/1000 Base-T Ethernet RJ-45 port. The service is available at varying speeds up to 1 Gbps loop service speeds:

Service	Speed
ScaleWAN service	1-1000 Mbps (unchannelized)

5.1.2 Availability of Service to Business and Residential Customers

Data Access Service is available to any Customer—business or residential—that is willing to pay the prices that are paid by business Customers in accordance with the terms and conditions of this Tariff. To the extent that a residential customer takes service under this Tariff, Company will comply with all requirements of 52 Pa. Code §64.

SECTION 6 - RATES

6.1 DATA ACCESS SERVICE

6.1.1 Rates

Service Port Fees:

Bandwidth	NRC	MRC
10 Mbps	\$1,000	\$ 100
100 Mbps	\$1,500	\$ 500
1,000 Mbps	\$2,500	\$1,000

Service Change Fee: \$100 One-Time Per Change

ScaleWAN Service:

Contracted CIR Bandwidth	Premium Class (CIR)				Guaranteed Class (CIR)			
	Monthly		Daily		Monthly		Daily	
	\$	\$/Mbps	\$	\$/Mbps	\$	\$/Mbps	\$	\$/Mbps/Day
1 Mbps	\$150	\$150	\$8	\$8	\$150	\$150	\$8	\$8
5 Mbps	\$150	\$30	\$8	\$2	\$150	\$30	\$8	\$2
10 Mbps	\$1,000	\$100	\$50	\$5	\$1,000	\$100	\$50	\$5
50 Mbps	\$2,000	\$40	\$100	\$2	\$2,000	\$40	\$100	\$2
100 Mbps	\$3,000	\$30	\$150	\$2	\$3,000	\$30	\$150	\$2
1,000 Mbps	\$7,000	\$7	\$350	\$0	\$7,000	\$7	\$350	\$0

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SECTION 6 - RATES

6.1 DATA ACCESS SERVICE (Cont'd)

6.1.1 Rates (Continued)

Contracted CIR Bandwidth	Economy Class (PIR)			
	Monthly PIR Capacity	Monthly EIR Usage	Daily PIR Capacity	Daily EIR Usage
	\$/Mbps	\$/Mbps	\$	\$/Mbps/Day
1 Mbps	\$38	\$38	\$1.88	\$1.88
5 Mbps	\$8	\$8	\$0.38	\$0.38
10 Mbps	\$25	\$25	\$1.25	\$1.25
50 Mbps	\$10	\$10	\$0.50	\$0.50
100 Mbps	\$8	\$8	\$0.38	\$0.38
1,000 Mbps	\$2	\$2	\$0.09	\$0.09

6.2 FLEXIBLE PRICING

MetNet Communications Services, Inc. reserves the right to negotiate "individual case basis" or "ICB" prices for its Data Access Service, which shall be made available to similarly situated customers on a non-discriminatory basis.

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