

OLS, INC. d/b/a GEORGIA ON LINE SERVICES
Tariff Administrator
1030 Cambridge Square, Suite E
Alpharetta, GA 30004

PA PUC Tariff No. 1
Original Sheet No. 1

INTEREXCHANGE RESELLER TOLL TARIFF

FOR

OLS, INC.
d/b/a GEORGIA ON LINE SERVICES

REGULATIONS AND SCHEDULE OF CHARGES

Applicable to the Reselling of

INTEREXCHANGE TOLL SERVICES

IN

THE COMMONWEALTH OF PENNSYLVANIA

Issued: February 4, 1998

Effective: February 5, 1998

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TITLE PAGE

PENNSYLVANIA INTEREXCHANGE RESELLER TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of residential and business services and facilities for interexchange telecommunications services by OLS, Inc., with principal offices at 1030 Cambridge Square, Suite E, Alpharetta, GA 30004. This tariff applies to services furnished within Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, where copies may be inspected during normal business hours.

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CHECK SHEET

Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the top of the respective pages(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
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SYMBOLS SHEET

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

- (I) -- Increase in rate
- (D) -- Decrease in rate
- (C) -- Change in text only
- (M) – Moved to/from another tariff location
- (N) – New rate or regulation
- (R) – Reduction in rate

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Pennsylvania P.U.C. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania P.U.C. follows in its tariff approval process, the most current page number on file with the Pennsylvania P.U.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i).(1)
- D. Check Sheets** – When a tariff filing is made with the Pennsylvania P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Pennsylvania P.U.C.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Carrier or Company	OLS, Inc. d/b/a Georgia On Line Services
Customer	The person, firm, corporation, end-user or other entity which orders or uses services and is responsible for the payment of charges.
HIDTR	Highest Interexchange Day Time Transporter Rate
Pennsylvania P.U.C.	Pennsylvania Public Utility Commission
Service Agreement	Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.
Underlying Carrier	The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Pennsylvania.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to provide to residential and business customers only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within the state of Pennsylvania.

The Company's services are available to its customers twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; including, without limitation, for customer non-payment of charges, or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for 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 for service.

SECTION 2 – RULES AND REGULATIONS, continued

2.3 Liabilities of the Company

2.3.1 The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services, but not caused by its gross negligence or willful misconduct or that of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1. herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within the customer's control,

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or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

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SECTION 2 – RULES AND REGULATIONS, continued

2.4 Interruption of Service, (continued)

- 2.4.2 No credit shall be allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by negligence or willful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies the Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.

SECTION 2 – RULES AND REGULATIONS, continued

2.4 Interruption of Service, (continued)

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.4.10 The customer shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

“A” – outage time in hours

“B” – total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Pennsylvania Public Utility Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

2.8 Taxes

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

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SECTION 2 – RULES AND REGULATIONS, continued

2.9 Billing

2.9.1 Company's billing agent is a certified direct billing company.

2.9.2 In the event Company incurs fees or expenses to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements. Customer should immediately notify Company of any contested charges appearing on customer's bill. A copy of any complaint may also be filed with the Pennsylvania Public Service Commission.

2.9.3 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

2.9.4 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in the United States District Court for the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action

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instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Usage-Based Services

The Company's charges are based on the actual usage of the Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled, thereby ("connected") to receive the communication from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.

3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

3.1.6 Customer complaints should be filed at the following address:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

SECTION 3 – DESCRIPTION OF SERVICES, continued

3.2. Rate Plans

Company's Rate Plans are switched outbound services using standard equal access dialing to place interLATA calls and 10XXX dialing or, where available, standard equal access dialing to place intraLATA calls from Customer premises within Pennsylvania to points located within Pennsylvania. Rates, charges, and restrictions are set forth in § 4 following.

3.3 800/888 Service

800/888 Service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within Pennsylvania to Customer premises within Pennsylvania.

3.4 Calling Card

Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere nationally with service billed back to the Customer's account at a flat rate during all time periods.

3.5 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

3.6 Directory Assistance

Carrier provides standard Directory Assistance.

SECTION 4 – RATES

4.1 Description of Rates

Switched services are available to business and residential subscribers under the following rate plans. Calls in each rate plan are billed in one-minute increments, with usage measured and rounded to the higher full minute for billing purposes. Calls in each rate plan have a minimum billing increment of one minute. No charge is made for an uncompleted call.

4.2 Outbound Services

OLS' rates for Rate Plans Rate Plan A and Rate Plan B differ according to time period. Peak hours are from 8:00 a.m. to 5:00 p.m., seven days per week. Off Peak hours are from 5:01 p.m. to 7:49 a.m. seven days per week.

4.2.1 Rate Plan A

Rate Plan A offers InterLATA/IntraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Usage Charge

Peak	HIDTR
Off Peak	HIDTR

Monthly Service Charge: \$5.95

4.2.2 Rate Plan B

Rate Plan B offers InterLATA/IntraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Usage Charge

Peak	HIDTR
Off Peak	HIDTR

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Monthly Service Charge: \$5.95

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SECTION 4 – RATES, continued

4.3 800/888 Service

Switched inbound services are available to business and residential subscribers at a flat rate during all time periods. Charges are billed in one (1) minute increments and rounded up to the next higher increment.

Usage Charge

HIDTR

4.4 Calling Card Charges

Charges for calling card calls are time and distance insensitive and are billed in one (1) minute increments and rounded up to the next higher increment.

Usage Charge

HIDTR

4.5 Directory Assistance

\$0.85/call

4.6 Returned Check Charge

Carrier charges a fee of \$20 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

4.7 Late Payment Charge

A late fee of 1.25% per month will be charged on any past due balance.

4.8 Miscellaneous Charge

A surcharge applies to all remote access calls, including 800/888 and calling card calls that are accessed by dialing 800/888, originated from payphones.

\$0.30 per call

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