

Full Service Computing Corporation

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FULL SERVICE COMPUTING CORPORATION  
600 Grant Street Suite 5780  
Pittsburgh, Pa 15219

**TARIFF NUMBER TWO**

**FACILITIES-BASED INTEREXCHANGE TARIFF**

**THIS TARIFF CONTAINS THE REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO THE FURNISHING OF FACILITY BASED INTEREXCHANGE TELECOMMUNICATIONS SERVICES BY FULL SERVICE COMPUTING CORPORATION WITHIN THE COMMONWEALTH OF PENNSYLVANIA.**

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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600 Grant Street Pittsburgh, Pa 15219

Full Service Computing Corporation – Interexchange Reseller Tariff

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<b>List of Modifications</b>		
<b>CHANGES</b>	<b>LIST OF MODIFICATIONS</b>	
	UPDATE CHECK SHEET	3rd Revised Page 1
	Late Payment Fees Added	Original Page 17

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**Check Sheet**

The Title Page and Pages 1 through 17 inclusive are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date thereof. [c]

<u>Pages</u>	<u>Revisions</u>
1	2
2 through 15	Original
16	1
17	Original

[c]

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Full Service Computing Corporation T/A/Full Service NetworkAPPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to Pa. P.U.C. regulated Facilities Based Transport telecommunications services provided by Full Service Computing Corporation T/A/Full Service Network between points within the Commonwealth of Pennsylvania. Services furnished are subject to the availability of facilities and subject to the terms and conditions of this tariff.

- (a) Carrier may, from time to time, offer various enhanced services and information services within the Commonwealth of Pennsylvania. Such services will be provided pursuant to contract or other agreement and will not be governed by this tariff.
- (b) Carrier may also, from time to time, offer switching or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for such services will be determined pursuant to contract and will not be governed by this tariff.

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS

1. Concurring Carriers - not applicable
2. Connecting Carriers - Any type of call or service provided to a Customer under this tariff may be connected by any other underlying facility based transporter that is properly certified by the Pennsylvania Public Utility Commission.
3. Other Participating Carriers - not applicable
4. Billing Agents - Any type of call or service provided to a Customer under this tariff shall be billed directly to the Customer by the Carrier. No other billing agents are utilized.

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

## A. SYMBOLS

## I. Symbols relative to the content of tariff revisions:

- |              |   |
|--------------|---|
| (I)------(I) | Indicates in the margins of this tariff, an increase in rate. |
| (D)------(D) | Indicates in the margins of this tariff, a decrease in rate.  |
| (C)------(C) | Indicates in the margins of this tariff, a tariff change.     |

## B. ABBREVIATIONS

- No abbreviations used in this version -

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Full Service Computing Corporation T/A/Full Service NetworkSECTION 1 - DEFINITION OF TERMS

- Entity - partnership, corporation, association, limited liability partnership or any other legal organization.
- Mail - United States Postal Service or any other courier or carrier that regularly engages in the delivery of packages.
- Carrier - Full Service Computing Corporation T/A/Full Service Network with address: at 1420 Centre Avenue, Pittsburgh, Pa 15219.
- Customer- an individual or an Entity or any combination of individual(s) and Entity(ies).

SECTION 2 - RULES AND REGULATIONSA. Description of Service.

(a) Basic Service Offering: The Carrier may offer all (at Carrier's discretion) of the types of telecommunications services that properly certified facility based carriers offer to the general public. Services are generally available on a full time basis, 24 hours a day, seven days a week.

(b) Custom or Enhanced Service Offering: Carrier may offer and provide all (at Carrier's discretion) of the types of enhanced telecommunications services that the properly certified facility based carriers offer to the general public.

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Full Service Computing Corporation T/A/Full Service Network**B. Service Availability.**

(a) The Carrier offers service to all those who desire to purchase service from the Carrier consistent with the provisions of this tariff. Customers interested in the Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services requested. Such application may be provided to the Carrier either verbally or in writing. If the application is provided verbally the following conditions apply:

1. The Carrier will ask for information to confirm the identity of the Customer in the form of social security , EIN, or AIN number, and/or Driver's License Number, and/or Previous Address, and/or telephone number(s), etc., and;
2. The Carrier shall verify one or more of the above items for accuracy by matching Customer supplied information with a Consumer Reporting Agency's records or other agency or telephone company which keeps similar records.

In such instances where the Customer supplied verbal identity information does not match the consumer reports records or other agency's records, the Carrier will require positive identification and/or a written application before service is considered.

(b) Service is offered subject to the Carrier's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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Full Service Computing Corporation T/A/Full Service Network**C. Nonrecurring Charges.**

(a) All telecommunications charges incurred in any one month are due and payable by the twentieth day of the next calendar month. (Example: January's bill will be mailed to Customer in February and must be paid by the twentieth of February, etc.) In the event the Carrier is delayed in mailing an invoice to Customer, the Carrier will extend the due date for that invoice a minimum amount of time such that in no circumstance will a Customer be expected to pay any sooner than fifteen days from the date the invoice was deposited in the mail to Customer.

(b) All disputes must be sent in writing to Carrier's office where the payment is due and must be received on or before the date the payment is due.

(c) Customer responsible for paying telecommunications charges may be an individual or entity or a combination of both. In the case of an individual requesting telecommunications service from Carrier, the Customer in his/her individual capacity is initially responsible for all charges on the account. In the case of an entity, the entity itself is initially responsible for all charges on the account provided the Carrier may, in this case, require an individual to be co-responsible in his/her individual capacity for the telecommunications charges that the entity incurs.

(d) In the case where:

1. Amounts are uncollectible from the Customer who initially requested telecommunications service, and
2. There are other individuals or entities who have been identified as using the telecommunications services provided by Carrier, then Carrier may hold those other individuals/entities

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responsible for the charges for services that they utilized. (Example: an individual requests service at his residence and housemate utilizes Carrier's service. Individual who requested service fails to pay, housemate may be held accountable to Carrier for his own usage of Carrier provided telecommunications service.) In no case would an employee or agent of an individual/entity acting in the course of employment or agency for that individual/entity be responsible to Carrier for the charges billed to the individual/entity that initially requested service unless said employee or agent agreed to be co - responsible pursuant to Section 2.C.c. above.

(e) Customer or user will be billed and is responsible for payment of applicable local, state and federal taxes and surcharges and other fees assessed in conjunction with the services used.

(f) The Carrier reserves the right to examine the credit record of all service applicants and require a service deposit when Carrier in its sole discretion determines security necessary to assure future payment. Security Deposits required will be equal to not more than two months estimated usage as computed by the Carrier and will in all respects be consistent with Commission regulations at 52 Pa. Code 564.31 - 64.41.

(g) Customers shall be liable to the Carrier for all costs of suit & collection including applicable attorney fees and reasonable damages not less than one hundred dollars for each hearing that Carrier must attend in the pursuit of Carrier's collection efforts against Customer for delinquent amounts under this tariff.

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Full Service Computing Corporation T/A Full Service NetworkD. Recurring Charges

The Carrier may charge Customer certain recurring charges for enhanced billing or other non-telecommunications services provided in conjunction with the telecommunications services purchased under this tariff.

E. Billing Disputes

(a) Billing disputes shall be processed by the Carrier or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.

(b) Customers unsatisfied with the Carrier's handling of a dispute may contact the Commission's Bureau of Consumer Services.

F. Cancellation or Termination of Service

(a) The Customer may cancel service upon five (5) days verbal or written (at Customer's discretion) notice to the Carrier.

(b) The Carrier may terminate service to a Customer or subscriber for nonpayment of undisputed charges or other violation of this tariff or provision of law upon seven (7) days notice to the Customer without incurring any liability for damages due to loss of service to the subscriber.

(c) In the event the Carrier terminates service due to nonpayment as discussed in section F. (b) above or in the event Customer cancels service prior to the successful completion of a term or volume commitment, the Carrier may, at its option, disallow any discounts that were promised to the Customer and rebill Customer for services furnished at Carrier's regular rates for services.

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Full Service Computing Corporation T/A Full Service NetworkG. Liability of Carrier

Carrier is not liable for any act or omission of any other entity furnishing a portion of service, any act or omission of the Customer, or loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's Services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise and however long it shall last. In no event shall Carrier's liability for any service exceed the charges applicable under this tariff for such a service. Carrier shall be indemnified and saved harmless by any customer, user, or by any other entity against claims for libel, slander, or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with the service provided by Carrier. Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with services of Carrier. Carrier shall not be liable for any personal injury or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise. Carrier shall not be liable for and shall be indemnified by any Customer, user or other entity from any and all loss, claims, demands, suits, or any other action or any other liability, whether suffered, made, instituted, or asserted by any Customer, user or any other entity for any personal injury to, or death of any person or persons, or any loss, damage, defacement or destruction of the premises of any customer, user or any other entity or any other property whether owned or controlled by the customer, user, or others, caused or claimed to have been the cause

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directly or indirectly, by any act or omission of the Customer, user or others, or by any installation of the Customer, user or others, or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier. Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lock-outs, work stoppage or other labor difficulties, acts or omissions of other carriers and any law, order, regulation or other action of any governing authority or agency thereof. Carrier shall not be liable for use of the Carrier's facilities or services that is unlawful or use by any such person or entity not specifically authorized by Carrier. Carrier shall not be liable for any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at the customer's premises. Carrier shall not be liable for any claim arising out of the breach in the privacy or security of communications transmitted over the Carrier's facilities. Carrier shall not be liable for changes in any of the facilities, operations, services or procedures of the Carrier that render any facilities or services provided by the Customer obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance.

II. Interconnection

Service furnished by the Carrier may be interconnected with the services or facilities of other carriers or private systems.

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However, service furnished is provided solely by the Carrier and is not a joint undertaking with other parties.

I. Rates

(a) All types of facilities based telecommunications service charges provided by the Carrier subject to regulation by the Pennsylvania Public Utility Commission will be billed to Customer at the rate shown herein less an optional, separately negotiated discount for Customer maintaining current account with Carrier in good standing. Said discount rate for good standing Customer is flexibly negotiated with each Customer at the Carrier's discretion.

(b) In the event Carrier terminates service to Customer under section F. (b) and F. (c) of this tariff as a result of:

1. An undisputed amount becoming more than seven days past due, and
2. After proper notice of Carrier's cancelling service, then Carrier may elect to void any discounts for prompt payment or account in good standing and re-bill the Customer at Rates and Charges in effect for those facilities based services rendered and billed that remain delinquent and unpaid.

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## (c) Pricing for Facilities based service:

1. Travel Calling Card Service:

Customer Type:	All Types
Effective Times:	All Times
Initial Billing Period:	Rounded up to Full Minute
Additional Time Increment:	Rounded up to Full Minute
Intra-Lata Card Service	.25/min. + .25/call
Inter-Lata Card Service	.30/min. + .30/call

2. Outbound Direct Dialed Toll Services

Customer may select either of the following two plans for outbound direct dial toll calling service:

Outbound Toll Plan Number One

Customer Type:	All Types
Initial Billing Period:	Rounded up to Full Minute
Additional Time Increment:	Rounded up to Full Minute
Effective Times:	Monday through Friday from 08:00am through 04:59pm
Rate for all in state calls:	.16/min + .00/call
Effective Times:	Monday through Friday from 05:00pm through 10:59pm
Rate for all in state calls:	.13/min + .00/call
Effective Times:	All other times
Rate for all in state calls:	.10/min + .00/call

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Full Service Computer Corporation T/A Full Service NetworkOutbound Toll Plan Number Two

Customer Type: All Types  
 Initial Billing Period: Thirty Seconds  
 Additional Time Increment: Rounded up to next six second increment  
 Effective Times: All Times  
 Rate for all in state calls: .1350/min + .00/call

3. Inbound Tollfree Service (ie: 800/888/877/etc. service)

Customer Type: Residential  
 Initial Billing Period: Rounded up to Full Minute  
 Additional Time Increment: Rounded up to Full Minute  
 Effective Times: All Times  
 Rate for all in state calls: .26/min + .00/call

Customer Type: Business  
 Initial Billing Period: Thirty Seconds  
 Additional Time Increment: Rounded up to next six second increment  
 Effective Times: All Times  
 Rate for all in state calls: .15/min + .00/call

4. Monthly Account Charges

Customer Type: All Types  
 Customer Monthly Billing: \$0.00 up to \$200.00  
 Monthly Charge: \$5.00/month  
 Customer Monthly Billing: \$201.00 up to \$700.00  
 Monthly Charge: \$15.00/month  
 Customer Monthly Billing: \$701.00 +  
 Monthly Charge: \$20.00/month

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4. Monthly Account Charges (continued)

Customer Type: All Types  
Regulatory Cost Recovery  
Surcharge \$2.77 / month / line  
This charge applies to all customer lines pre-subscribed to Company's  
Toll Services.

[1]

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5. Late Fees

Any accounts with toll components which become more than five days past due will be subject to a Late Payment Charge as outlined herein except that no Late Payment Charge will be applied where the only un-paid, past due balance is in dispute pursuant to this paragraph. In any given month, Customer may file a dispute of charges by a.) notifying the Company on or before the due date of those charges, b.) specifying the amount to be placed in dispute as well as the method used for calculation of the amount, and c.) the basis for the dispute. The dispute must be filed in good faith and may never exceed the total billed. Company will set aside amounts disputed pursuant to this paragraph as being in dispute until a Company investigation and Company resolution can be completed.

Late Payment Charge for Past Due Balances not In Dispute

For accounts with balances greater than 0.00 and not exceeding \$199.99 the Late Fee Charge is \$10.00

For accounts with balances greater than \$199.99 and less than \$499.99 the Late Fee Charge is \$20.00

For accounts with balances greater than \$499.99 the Late Fee Charged is \$50.00

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