

**Business Automation Technologies, Inc.**  
**d/b/a Data Network Solutions**

**PENNSYLVANIA INTEREXCHANGE RESELLER TOLL TARIFF**  
**BUSINESS SERVICE ONLY**

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Business Automation Technologies, Inc.**, with principal offices at 106 Apple Street, Suite 103, Tinton Falls, New Jersey 07734.

This tariff applies for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
7	Original*		
8	Original*		
9	Original*		
10	Original*		
11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
20	Original*		
21	Original*		
22	Original*		
23	Original*		
24	Original*		
25	Original*		
26	Original*		
27	Original*		
28	Original*		

\* - Indicates those pages included with this filing

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**TABLE OF CONTENTS**

Check Sheet .....2

Table of Contents .....3

Symbols.....4

SECTION 1 - Definitions .....5

SECTION 2 - Rules and Regulations .....6

SECTION 3 - Description of Services .....13

SECTION 4 - Rates .....16

SECTION 5 - Promotions .....27

SECTION 6 - Contract Services .....28

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SYMBOLS**

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

**(C)** - Change

**(D)** - Decrease

**(I)** - Increase

## **SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** – Business Automation Technologies, Inc., unless otherwise indicated by the context.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**PPUC** - Refers to the Pennsylvania Public Utility Commission.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

Company offers intrastate and interstate service originating at specified points within the Commonwealth of Pennsylvania under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

### **2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

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

**2.2.3** The Company offers services for conveying or transmitting messages or communications over the telecommunications network for the public for compensation.

**2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber 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.

**2.2.5** 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 - RULES AND REGULATIONS**

### **2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### **2.4 Liabilities of the Company**

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PPUC regulations and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.5 Taxes**

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

### **2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### **2.7 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.8 Cancellation by the Company**

2.8.1 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the long distance network; or
- (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

2.8.2 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.
- (E) Failure to meet specific program provisions; or
- (F) Any reasonable business reason; or,
- (G) Failure to meet the Company's credit extension policy; or,
- (H) The Company is selling, transferring, or ending the business.

**SECTION 2 - RULES AND REGULATIONS**

**2.9 Reserved for Future Use**

**2.10 Termination of Service by Subscriber**

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

**2.11 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PPUC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customers who are dissatisfied with the response to their complaint may contact the Pennsylvania Public Utility Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120  
(717) 783-1740  
(800) 782-1110

PO Box 3265  
Harrisburg, PA 17105-3265

## **SECTION 2 - RULES AND REGULATIONS**

### **2.12 Other Rules**

#### **2.12.1 Regulatory Changes**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania Public Utility Commission and the Federal Communications Commission.

#### **2.12.2 Refunds or Credits for Service Outages or Deficiencies**

The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage commitment charge for the service affected for each hour or major fraction thereof (i.e., equal to or greater than 30 minutes) that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

“A” = outage time in hours

“B” = total monthly charge for affected facility

**SECTION 2 - RULES AND REGULATIONS**

**2.13 800/888/877/866 Numbers**

- 2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.
- 2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

### **SECTION 3 - DESCRIPTION OF SERVICES**

#### **3.1 Usage Based Services/Timing of Calls**

The Company's charges are based on the usage of Company's services, plus any special features and/or service options, if any. Charges begin when the calling and called stations are connected. Charges cease when either the terminating or originating point goes on hook.

#### **3.2 Distance Sensitivity**

The Company's charges are distance insensitive.

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

**3.3 Basic Long Distance Services**

Carrier's Basic Long Distance Services are switched equal access outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Pennsylvania, the rates of which are flat rate based on usage and switched equal access inbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX). Rates and charges for Carrier's Basic Long Distance Services are set forth in Section 4.

**3.4 Operator Service**

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 3 - DESCRIPTION OF SERVICES(Cont'd)**

**3.5 Emergency Calls**

911 and similar emergency calls are routed by the Company's underlying carrier. No billing applies to emergency calls.

**3.6 Location of Service**

The Company's service is available statewide and is not intended to be limited geographically.

**3.7 Directory Assistance**

The Company offers standard directory assistance.

**3.8 Calculation of Mileage**

Company's current services are not distance sensitive.

**SECTION 4 - RATES**

**4.1 Dealer Program**

Dealer Program is a suite of dedicated small business telecommunications services including Dedicated Outbound 1+, and Inbound Toll Free. Dealer Program is available to customers agreeing to certain Term and Monthly Usage commitments.

Outbound 1+ and Inbound toll free usage are billed in 6-second increments.

<u>Service</u>	<u>Per Minute Initial and Each Additional 6-Second Increment</u>	<u>Per Minute</u>
Outbound 1+ Dedicated	\$0.00278	\$0.0278
Inbound Toll Free	\$0.00546	\$0.0546

**Conditions**

Term Commitment: One (1) year

Monthly Usage Commitment: \$1,000.00  
(includes intrastate, interstate and international charges)

High-cost Usage Cap Surcharge:

Whenever more than 20% of a Customer's outbound and inbound (toll free) monthly usage originates and/or terminates in high-cost equal access operating territories ("HAT"), the following surcharge applies to each minute of use that originates or terminates in a HAT in excess of 20% of Customer's total monthly usage. A high-cost access territory is any NXX served by a non-RBOC operating company as defined by the LERG.

Surcharge: \$0.02/minute for each add'l minute or fraction thereof from a HAT in excess of 20% of total monthly usage.

Example:

Customer total monthly usage	500 minutes
80% Usage Factor	400 minutes
20% HAT Cap Factor	100 minutes
Customer actual HAT Usage	120 minutes
Surcharge:	20 minutes x \$0.02 = \$0.40

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 4 – RATES (Cont'd)**

**4.2 Reserved for Future Use**

**SECTION 4 – RATES (Cont'd)**

**4.3 Reserved for Future Use**

**SECTION 4 – RATES (Cont'd)**

**4.4 Reserved for Future Use**

**SECTION 4 – RATES (Cont'd)**

**4.5 Reserved for Future Use**

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 4 – RATES (Cont'd)**

**4.6 Reserved for Future Use**

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 4 – RATES (Cont'd)**

**4.7 Reserved for Future Use**

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 4 – RATES (Cont'd)**

**4.8 Reserved for Future Use**

**SECTION 4 – RATES (Cont'd)**

**4.9 Reserved for Future Use**

---

Issued: November 19, 2008

Effective: November 20, 2008

Isaac Fajerman, President  
106 Apple Street, Suite 103  
Tinton Falls, New Jersey 07734

**SECTION 4 - RATES (Cont'd)**

**4.10 Miscellaneous Charges**

**4.10.1 Returned check charge**

Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

**4.10.2 Promotions**

Carrier promotions when offered must be approved by the PPUC. Such promotions will specify any changes reduced or waived; customers who are eligible for the promotion; the conditions of eligibility; and the starting and ending dates of the promotional offer. Customer's promotional rates are limited to 90 days in any 12 month period.

**4.10.3 Directory Assistance Charge**

\$0.99/Call

**4.10.4 Late Payment Charge**

A late payment of 1.5% per month will be charged on any past due balance.

**SECTION 4 – RATES (Cont'd)**

**4.11 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**4.11.1 Public Telephone Surcharge**

Rate per Call	\$0.55
---------------	--------

## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### **5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

## **SECTION 6 - CONTRACT SERVICES**

### **6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Pennsylvania Public Utility Commission.