



The CommLaw Group

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August 11, 2008

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334-5701

*Re: DSCI Corporation
Application for Certificate of Authority
To Provide Competitive Local Exchange Service*

Dear Mr. McAlister:

Enclosed please find for filing with the Georgia Public Service Commission (the "Commission") an original and five (5) copies of the Application of DSCI Corporation for a Certificate of Authority to Provide Competitive Local Exchange Services in the State of Georgia. A copy of DSCI's Application is being served on the Consumer's Utility Counsel, as verified by the attached certificate of service. Also enclosed is a CD-ROM containing these materials.

Please date-stamp and return the enclosed copy of this letter to evidence receipt of the above-described materials by the Commission. For your convenience, an addressed, stamped envelope is also enclosed.

Should you have any questions regarding the enclosed filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

Catherine M. Hannan
Attorney for DSCI Corporation

Enclosures



Georgia Public Service Commission
244 WASHINGTON STREET, SW
ATLANTA GEORGIA 30334-5701

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE**

I. APPLICANT ADDRESS

NAME OF COMPANY DSCI Corporation
ADDRESS: STREET 275 Wyman Street, Suite 260
CITY Waltham STATE MA ZIP CODE 02451
TEL. NO. (278) 862-8300 FAX NO. (781) 862-4545

EMPLOYEE DESIGNATED TO RECEIVE AND RESPOND TO COMMISSION REQUESTS:

NAME Sean Dandley TEL. NO. (781) 862-8300
TITLE President and Chief Executive Officer FAX NO. (781) 862-4545
E-MAIL sdandley@dscicorp.com

EMPLOYEE ADDRESS (IF DIFFERENT FROM ABOVE):

STREET _____
CITY _____ STATE _____ ZIP CODE _____

NOTE: FAILURE TO NOTIFY THE COMMISSION, IN WRITING, WHEN THERE IS A CHANGE IN THE CONTACT PERSON OR ADDRESS(ES) LISTED IN THIS APPLICATION WILL RESULT IN CANCELLATION OF THE APPLICATION OR SUBSEQUENT CERTIFICATE.

II. ATTORNEY OR AGENT ADDRESS

IF APPLICANT IS NOT A GEORGIA CORPORATION, GIVE NAME AND ADDRESS OF AN ATTORNEY OR AGENT IN THE STATE OF GEORGIA UPON WHOM PROCESS MAY BE SERVED IN ANY SUIT AGAINST APPLICANT.

NAME C T Corporation System
NAME OF FIRM CT Corporation System
ADDRESS: STREET 1201 Peachtree Street, N.E.
CITY Atlanta STATE GA ZIP CODE 30361

III. ORGANIZATION

1. TYPE OF ORGANIZATION: (CHECK ONE)

- LLC
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 MUTUAL OR COOPERATIVE (INC./UNINC.)
 OTHER (SPECIFY): _____

2. **IF APPLICANT IS A CORPORATION OR LIMITED PARTNERSHIP, INSERT THE SEVEN-DIGIT CONTROL NUMBER FROM "CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS" ISSUED BY THE SECRETARY OF STATE OF THE STATE OF GEORGIA.**

CONTROL NUMBER: 08045801

ATTACH A COPY OF GEORGIA SECRETARY OF STATE CERTIFICATE, MARKED EXHIBIT A.

3. **IF APPLICANT IS A CORPORATION, ATTACH COPY OF CHARTER, MARKED EXHIBIT B. ALSO ATTACH A LIST OF ALL DIRECTORS AND PRINCIPAL STOCKHOLDERS WITH THE NUMBER OF SHARES HELD BY EACH, MARKED EXHIBIT C, AND GIVE NAME AND ADDRESSES OF THE FOLLOWING OFFICERS:**

PRESIDENT Sean Dandley ADDRESS 275 Wyman Street, Suite 260
Waltham, MA 02451

V. PRESIDENT Timothy Battles ADDRESS 275 Wyman Street, Suite 260
Waltham, MA 02451

TREASURER James Maloney ADDRESS 275 Wyman Street, Suite 260
Waltham, MA 02451

SECRETARY Timothy Battles (Clerk of the Corporation) ADDRESS 275 Wyman Street, Suite 260
Waltham, MA 02451

STATE AND DATE OF INCORPORATION: STATE Massachusetts DATE 12/11/00

4. **IF APPLICANT IS A PARTNERSHIP OR COOPERATIVE, PROVIDE AN ATTACHMENT, MARKED EXHIBIT ____, WITH NAMES AND ADDRESSES OF PARTNERS, OFFICERS OR MEMBERS.**
5. **IF APPLICANT IS A SUBSIDIARY, PARENT, OR AFFILIATE OF ANY OTHER COMPANY, REGARDLESS OF TYPE OR INDUSTRY, PROVIDE A CHART, MARKED EXHIBIT ____, SHOWING THE RELATIONSHIPS BETWEEN THE APPLICANT AND ALL AFFILIATED COMPANIES.** Applicant has no affiliates at this time. However, Applicant anticipates the formation in the foreseeable future of a corporate entity in the Commonwealth of Virginia for the purpose of providing local exchange telecommunications services in that jurisdiction.

IV. EXISTING AUTHORITY

1. DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE AN EXISTING CERTIFICATE(S) OF AUTHORITY ISSUED BY THE GEORGIA PUBLIC SERVICE COMMISSION?

NO

YES

IF YES, CHECK CERTIFICATE TYPE(S) AND INSERT CERTIFICATE NUMBERS:

INTEREXCHANGE CARRIER (IXC): X-____

RESELLER OF LONG DISTANCE (RESALE): R - ____

ALTERNATE OPERATOR SERVICE (AOS): A-____

INSTITUTIONAL TELECOMMUNICATIONS SERVICE (ITS): P-____

PAYPHONE SERVICE PROVIDER (PSP): ____

AUTOMATIC DIALING AND ANNOUNCING DEVICE (ADAD): ____

TELEPHONE SERVICE OBSERVING EQUIPMENT (TSOE): ____

2. A) DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE CERTIFICATE AUTHORITY IN ANY OTHER STATE OR FEDERAL JURISDICTION(S)?

NO

YES

IF YES, LIST STATES IN WHICH AUTHORITY HAS BEEN GRANTED: Applicant is certificated, registered or otherwise authorized to provide local exchange and interexchange telecommunications services in the states of Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont, and to provide interexchange telecommunications services in California. Applicant is also authorized to provide interstate and international telecommunications services pursuant to Section 214 of the Communications Act of 1934, as amended.

B) DOES THE APPLICANT OR ANY AFFILIATE PRESENTLY HAVE PENDING APPLICATIONS IN ANY OTHER STATE OR FEDERAL JURISDICTION(S)?

NO

YES

IF YES, LIST STATES IN WHICH APPLICATIONS ARE PENDING: Applicant has recently filed (or expects to file shortly) applications for local exchange telecommunications service authority in the District of Columbia, California and Virginia, and applications for local exchange and interexchange telecommunications service authority in the states of Connecticut, Delaware, Florida, Illinois, Maryland and Texas.

C) HAS THE APPLICANT BEEN DENIED CERTIFICATION IN ANY JURISDICTION?

NO

YES

IF YES, WHICH STATE(S) OR JURISDICTION(S)? _____

ATTACH A COPY OF THE ORDER(S) DENYING CERTIFICATION.

V. LOCAL EXCHANGE SERVICE

1. WHAT CUSTOMER CLASS(ES) DOES THE APPLICANT PROPOSE TO SERVE (CHECK ALL THAT APPLY)?

RESIDENTIAL

BUSINESS

OTHER: _____

2. PLEASE READ "ADDENDUM - POST-CERTIFICATION OBLIGATIONS OF COMPETITIVE LOCAL EXCHANGE CARRIERS" (AVAILABLE ONLINE AT http://www.psc.state.ga.us/telecom/tl_forms/forms.asp). WILL THE APPLICANT COMPLY WITH THE COMMISSION'S ORDERS IN DOCKETS 5778-U AND TELEPHONE RELAY SERVICE?

YES

NO

3. DOES THE COMPANY INTEND TO PROVIDE PRE-PAID LOCAL EXCHANGE SERVICE?

NO

YES

IF YES, READ "ADDENDUM - ADDITIONAL OBLIGATIONS OF PRE-PAID LOCAL EXCHANGE CARRIERS" (AVAILABLE ONLINE AT http://www.psc.state.ga.us/telecom/tl_forms/forms.asp).

4. ATTACH A **LOCAL EXCHANGE TARIFF**, MARKED EXHIBIT D, WHICH INCLUDES THE RATES, TERMS, AND CONDITIONS FOR ALL SERVICES. APPLICATIONS THAT DO NOT INCLUDE A TARIFF WILL BE RETURNED TO THE APPLICANT.

VI. FACILITIES-BASED SERVICE

1. IF AUTHORITY SOUGHT IS FACILITIES-BASED, ANSWER THE FOLLOWING: Not Applicable

A) AUTHORITY REQUESTED (CHECK ALL THAT APPLY):

- CONSTRUCTION OF NEW FACILITIES
- ACQUISITION OF FACILITIES (LEASE OR PURCHASE)
- PRIVATE LINE SERVICE

B) IF ACQUIRING FACILITIES FROM ANOTHER CARRIER, PLEASE PROVIDE DESCRIPTION AND MAPS.

Not applicable.

C) DO YOU CURRENTLY HAVE FACILITIES DEPLOYED IN GEORGIA?

- NO
 - YES
- IF YES:

PLEASE PROVIDE MAPS INDICATING THE LOCATION(S) OF FACILITIES (E.G., SWITCHES, FIBER, ETC.).
HOW ARE THESE FACILITIES CURRENTLY BEING UTILIZED? Not
applicable.

D) WHAT FACILITIES DO YOU PROPOSE TO DEPLOY IN GEORGIA? (PROVIDE DESCRIPTION AND MAPS)

Applicant does not propose to deploy facilities in Georgia.

2. PROVIDE BREAKDOWN OF ALL COSTS ASSOCIATED WITH THE FACILITIES TO BE DEPLOYED IN GA.

Not applicable.

VII. TECHNICAL CAPABILITY

- 1. PROVIDE RESUMES AND/OR PROFILES OF THE APPLICANT'S MANAGEMENT TEAM, MARKED EXHIBIT E. DESCRIBE EACH TEAM MEMBER'S TECHNICAL QUALIFICATIONS, WHICH INCLUDE ANY RELEVANT WORK EXPERIENCE, EDUCATION, AND TRAINING.

Please see Exhibit E attached.

- 2. DESCRIBE MECHANISM BY WHICH APPLICANT INTENDS TO BILL FOR SERVICES. APPLICANT'S NAME MUST APPEAR ON END-USER'S BILL.

Applicant will bill end-users directly.

- 3. DETAIL THE PROCESSES BY WHICH THE COMPANY PROPOSES TO HANDLE CUSTOMER SERVICE ORDERS, INQUIRIES, AND COMPLAINTS. CUSTOMER SERVICE MUST OPERATE DURING NORMAL BUSINESS HOURS (i.e., 9:00 AM - 5:00 PM, or similar) MONDAY-FRIDAY; DURING NON-BUSINESS HOURS, CUSTOMERS SHOULD BE ABLE TO LEAVE MESSAGES VIA VOICEMAIL OR A MESSAGE SERVICE. DESCRIBE HOW THE APPLICANT WILL COMPLY WITH THIS REQUIREMENT. LIST TELEPHONE NUMBERS THAT WILL BE USED FOR CUSTOMER SERVICE. APPLICANT MUST PROVIDE A TOLL-FREE NUMBER WHEREUPON INQUIRIES AND COMPLAINTS CAN BE SERVED.

Applicant will make available to its local and long distance customers a toll-free service line to respond to customer inquiries and complaints, as well as 24-hour/365-day emergency toll free access to its network control center. Additionally, Applicant has established a multi-tiered escalation process to ensure the rapid resolution of customer inquiries, complaints and trouble reports.

PLEASE STATE WHETHER THE APPLICANT HAS EXPERIENCED CUSTOMER COMPLAINTS LODGED WITH ANY JURISDICTION'S REGULATORY AGENCY OR ATTORNEY GENERAL'S OFFICE FROM ANY NUMBER OF CUSTOMERS REPRESENTING MORE THAN 0.5% OF ALL CUSTOMERS SERVED BY THE APPLICANT WITHIN SUCH JURISDICTION.

NO

YES

IF YES:

PLEASE STATE THE NAME (INCLUDING CONTACT PERSON) OF EACH REGULATORY AGENCY OR ATTORNEY GENERAL'S OFFICE, DESCRIBE THE NATURE OF THE COMPLAINTS, EXPLAIN WHETHER AND HOW SUCH COMPLAINTS HAVE BEEN RESOLVED, AND STATE YOUR PLANS TO PREVENT SUCH COMPLAINTS FROM OCCURRING AGAIN.

Not applicable.

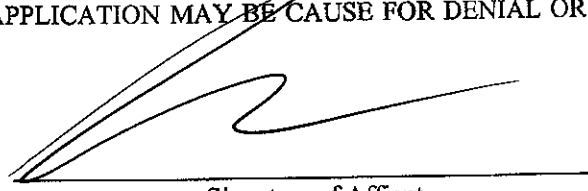
AFFIDAVIT 1 - VERACITY OF APPLICATION AND AGREEMENT TO COMPLY WITH GEORGIA LAWS AND AGENCY RULES/ORDERS

Name: Sean Dandley
Company: DSCI Corporation
Title/Position: President and Chief Executive Officer
Address: 275 Wyman Street
Waltham, MA 02451
Tel. No. (781) 862-8300

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "APPLICANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE APPLICANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ THE APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE STATEMENTS MADE HEREIN ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.

APPLICANT FURTHER AGREES TO ABIDE BY ALL APPLICABLE LAWS UNDER THE STATE OF GEORGIA, AS CODIFIED IN THE OFFICIAL CODE OF GEORGIA ANNOTATED; ALL APPLICABLE RULES AND REGULATIONS OF THE GEORGIA PUBLIC SERVICE COMMISSION; AND ALL FINDINGS, CONCLUSIONS, TERMS, AND CONDITIONS SET FORTH IN PERTINENT COMMISSION ORDERS.

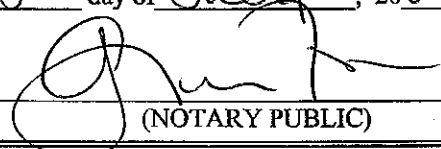
UNDER PENALTIES OF PERJURY, APPLICANT DECLARES THAT THE STATEMENTS MADE IN THE FOREGOING APPLICATION, INCLUDING ACCOMPANYING STATEMENTS AND ATTACHMENTS ARE TRUE, COMPLETE, AND CORRECT. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION IN, OR IN CONNECTION WITH, MY APPLICATION MAY BE CAUSE FOR DENIAL OR LOSS OF CERTIFICATE.



Signature of Affiant

7/18/08

Date

Subscribed and sworn before me this
18th day of July, 2008.

(NOTARY PUBLIC)

(SEAL)



GIOVANNA FORTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
APRIL 28, 2011

AFFIDAVIT 2 – UNIVERSAL ACCESS FUND

The Applicant hereby acknowledges that participation and compliance with the Universal Access Fund (UAF) requirements developed by the Georgia Public Service Commission, as mandated in the Telecommunications and Competition Act of 1995 (O.C.G.A. 46-5-160 and O.C.G.A. 46-5-167), will be complied with.

That Applicant further acknowledges that compliance with the requirements of the UAF is necessary to receive and maintain an active Certificate of Authority as an Inter-Exchange Company telephone service provider in Georgia.

The Applicant also agrees to file quarterly reports for quarters subsequent to the effective date of certification including any portion of the quarter when certificated, in conformance with the instructions attached hereto (see "Addendum – Universal Access Fund") with the full understanding that not to do so may result in revocation of this same certificate. This attested to by signature below of proper authorized company official.

DSCI Corporation

(COMPANY)


Sean Dandley, President & CEO (SIGNATURE)

Subscribed and sworn before me this

18th day of July, 2008.

Giovanna Forte
(NOTARY PUBLIC)

(SEAL)

 GIOVANNA FORTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
APRIL 28, 2011

AFFIDAVIT 3 – FAMILY VIOLENCE SHELTER CONFIDENTIALITY ACT

Personally appeared before me, an officer duly authorized to administer oaths, Sean Dandley, who, after being duly sworn, deposes and says that he is President and Chief Executive Officer of Applicant, certified telephone service provider or directory information provider.

1.

I make this affidavit on the basis of my personal knowledge.

2.

I have read the May 13, 2005 Order and the August 30, 2005 Amendatory Order in Georgia Public Service Commission ("Commission") Docket No. 19553-U, Implementation of Senate Bill 147, the Family Violence Shelter Confidentiality Act of 2004 (O.C.G.A. § 46-5-7). I have also read the Commission Staff Memorandum dated May 1, 2007 (see "Addendum – Family Violence Shelter Confidentiality Act") that summarizes the requirements under O.C.G.A. § 46-5-7 and the Commission orders issued pursuant to that Code Section of providers of telephone service in the State of Georgia or any other entity that publishes, disseminates, or otherwise provides telephone directory information or listings of telephone subscribers in the State of Georgia.

3.

The Applicant agrees that it will satisfy the minimum requirements set forth in the Commission orders and Staff Memorandum referenced in paragraph 2 of this affidavit to protect the confidentiality of the location and address of family violence shelters in the State of Georgia.

4.

Pursuant to O.C.G.A. § 46-5-7, the Applicant submits this affidavit as its plan to protect the confidentiality of the location and address of family violence shelters in the State of Georgia.

FURTHER AFFIANT SAITH NOT.

DSCI Corporation

(COMPANY)

Sean Dandley, President & CEO ((SIGNATURE))

Subscribed and sworn before me this

18th day of July, 2008.

[Signature]
(NOTARY PUBLIC)

(SEAL)



GIOVANNA FORTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
APRIL 28, 2011

AFFIDAVIT 4 – EXCHANGES

The Applicant agrees to provide local telecommunication services in conformance with the existing exchange boundary maps of the incumbent Local Exchange Carriers as approved by the Public Service Commission.

Instructions: (1) Under "INCUMBENT LOCAL EXCHANGE CARRIERS(S)", list the names of all the incumbent LECs in whose territories you intend to operate. (2) Under "EXCHANGE(S)", list each individual exchange name (e.g. Acworth, Adairsville, Albany, etc.) in which the applicant will be operating Lists of exchange names can be downloaded from the Commission's website at http://www.psc.state.ga.us/telecom/tl_forms/forms.asp. In lieu of writing or typing the individual exchange names on this document, it is acceptable to print "See attached list" in the first blank under "EXCHANGE(S)" and attach the appropriate list(s) of exchanges to the document.

INCUMBENT LOCAL EXCHANGE CARRIER(S): AT&T Georgia and Windstream

EXCHANGE(S):

AT&T Georgia

Acworth, Adairsville, Albany, Alpharetta, Americus, Appling, Arlington, Athens, Atlanta, Augusta, Austell, Baconton, Bainbridge, Barnesville, Baxley, Blackshear, Bogart-Statham, Bowdon, Brunswick, Buchanan, Buford, Calhoun, Camilla, Carrollton, Cartersville, Cave Spring, Cedartown, Chamblee, Claxton, Clermont, Cochran, Conquitt, Columbus, Concord, Conyers, Cordelle, Covington, Cumming, Cusseta, Dallas, Douglasville, Dublin, Duluth, Eastman, Eatonton, Elberton, Fairburn, Fayetteville, Flowery Branch, Forsyth, Fort Valley, Franklin, Gainesville, Gay, Grantville, Greensboro, Greenville, Griffin, Hamilton, Hampton, Harlem, Hazelhurst, Hephzibah, Hogansville, Jackson, Jekyll Island, Jesup, Johnson Corner, Jonesboro, Kingston, LaGrange, Lake Park, Lawrenceville, Leary, Leesburg, Lithonia, Loganville, Louisville, Lula, Lumber City, Lumpkin, Luthersville, Lyons, Macon, Madison, Marietta, McCaysville, McDonough, Millen, Monticello, Newton, Norcross, Palmetto, Panola, Pelham, Pine Mountain, Pooler, Powder, Richland, Rockmart, Rome, Roopville, Rossville, Roswell, Royston, Rutledge, Sandersville-Tenille, Sardis, Savannah, Senoia, Smithville, Smyrna, Social Circle, Sparks, Sparta, St. Simons Island, Stockbridge, Stone Mountain, Swainsboro, Sylvester, Tallapoosa, Temple, Tennega, Thomasville, Thomson, Tucker, Tybee Island, Valdosta, Vidalia, Villa Rica, Wadley, Warner Robins, Warrenton, Watkinsville, Waycross, Waynesboro, Woodbury, Wrens, Wrightsville, Zebulon

Windstream

Abbeville, Adel, Alamo, Alapaha, Ashburn, Barwick, Batesville, Berlin, Big Canoe, Blairsville, Berlin, Blakely, Bluffton, Boston, Braselton, Broxton, Buena Vista, Byromville, Byron, Cairo, Calvary-Reno, Carlton, Carnesville, Canton, Cedar Springs, Centerville, Chatsworth, Clarkesville, Clayton, Cleveland, Cohutta, Colbert, Collins, Comer, Commerce, Coolidge, Crawford-Lexington, Cuthbert, Dalton, Danville, Dahlonega, Danielsville, Dawson, Dawsonville, Doerun, Donalsonville, Douglas, Eastanolee, Edison, Ellaville, Enigma, Fargo, Fitzgerald, Folkston, Ft. Gaines, Funston, Glenville, Gray, Haddock, Hahira, Helen, Hiawassee, Homer, Homerville, Ideal, Ila, Iron City, Irwinville, Jacksonville, Jakin, Jasper, Jefferson, Jeffersonville, Kensington, Lafayette, Lakeland, Lake Sinclair, Lavonia, Ludowici, Lyerly, McRae, Manchester, Marshallville, Maxeys, Maysville, Meigs, Menlo, Milan, Milledgeville, Monroe, Montezuma, Montrose, Morgan, Morven, Moultrie, Mt. Vernon, Nashville, Nicholson, Noble, Norman Park, Northside, Ochlocknee, Ocilla, Odum, Parrott, Pavo, Pendergrass, Perry, Pineview, Pitts, Preston, Quitman, Ray City, Rebecca, Reidsville, Reynoldsville, Rincon, Rochelle, Rhine, Sasser, Shellman, Springfield, Screven, Summerville, Suches, St. George, Sylvania, toccoa, Thomaston, Trio, Tunnel Hill, Unadilla, Union Point, Uvalda, Villanow, Warm, Whigham, White Plains, Winder, Winterville, Woodland, Yatesville, Young Harris

DSCI Corporation
(COMPANY)

Sean Dandley, President & CEO SIGNATURE)

Subscribed and sworn before me this

18th day of July, 2008.


(NOTARY PUBLIC)
GIOVANNA FORTE



Notary Public
Commonwealth of Massachusetts
My Commission Expires
APRIL 28, 2011

(SEAL)

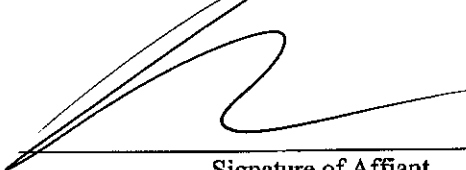
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Company: DSCI Corporation
Title/Position: President and Chief Executive Officer
Address: 275 Wyman Street
Waltham, MA 02451
Tel. No. (781) 862-8300

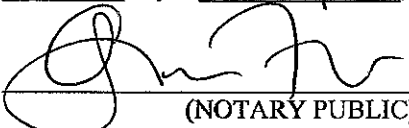
THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "APPLICANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE APPLICANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ THE APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE STATEMENTS MADE HEREIN ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.

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UNDER PENALTIES OF PERJURY, APPLICANT DECLARES THAT THE STATEMENTS MADE IN THE FOREGOING APPLICATION, INCLUDING ACCOMPANYING STATEMENTS AND ATTACHMENTS ARE TRUE, COMPLETE, AND CORRECT. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION IN, OR IN CONNECTION WITH, MY APPLICATION MAY BE CAUSE FOR DENIAL OR LOSS OF CERTIFICATE.


Signature of Affiant

7/18/08
Date

Subscribed and sworn before me this
18th day of July, 2008.

(NOTARY PUBLIC)

(SEAL)

 GIOVANNA FORTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
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CERTIFICATE OF SERVICE

Pursuant to the 1975 Act establishing the Consumers' Utility Counsel, the Commission required that a copy of all applications and complaints be served on the Consumers' Utility Counsel pursuant to that Act.

All items to be served on the Consumers' Utility Counsel should be addressed as listed below:

Consumers' Utility Counsel of Georgia
2 Martin Luther King, Jr. Drive
East Tower, Suite 356
Atlanta, Georgia 30334
Tel. No.: (404) 656-3982 / FAX No.: (404) 651-9394

The new Act required that "... a copy of any application, correspondence, complaint, pleading, paper or notice to or issued by the Georgia Public Service Commission shall also be served on the Consumers' Utility Counsel.

All tariff filings and all requests for rate or service adjustments are considered applications and a copy must be furnished to the Consumers' Utility Counsel. Thus, any applications, complaints, pleadings, etc., directed to this Commission must be accompanied by a Certificate of Service certifying that a copy of such has been served on the Consumers' Utility Counsel.

It should be pointed out that notification to the Consumers' Utility Counsel is necessary before the Commission can act upon such applications or complaints, furthermore, the Act provides that "The commission shall not proceed to hear or determine any petition, complaint, or proceeding in which the Consumers' Utility Counsel is entitled to appear unless it shall affirmatively appear written notice thereof, unless such notice is affirmatively waived in writing or the Consumers' Utility Counsel appears and specifically waives such notices."

The Commission adopted a rule effective January 1, 1976 that all such Certificates of Service certifying that service has been made by mail must be so dated that there will be fourteen (14) days between the date of mailing and the date of action by the Commission - thus providing a prima facie assumption that the ten days' notice requirement has been met. This rule will continue in effect.

Normally, the Commission holds its Administrative Session (at which decisions are made on applications or complaints) on the first and third Tuesdays of each month. Any application or complaint upon which the Commission is expected to act at those meetings and which are served by mail on the Consumers' Utility Counsel must be accompanied by a Certificate of Service dated at least fourteen (14) calendar days ahead of such meetings.

I hereby certify that I have this day served a copy of DSC CORPORATION'S application upon the Consumers' (Company's Name)

Utility Counsel, 2 Martin Luther King Jr. Drive, East Tower, Suite 356, Atlanta, Georgia 30334, by mailing such copy by first class mail, postage prepaid.

Dated at 1483 CRAIN BRIDGE RD, #301, MCLEAN, VA 22101 (Applicant's Address)

this 11th day of AUGUST, 2008.

(Applicant's Signature)

REGULATORY COUNCIL FOR DSC CORPORATION (Company's Name)

EXHIBIT A

**GEORGIA SECRETARY OF STATE
FOREIGN CORPORATION CERTIFICATE**

STATE OF GEORGIA

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

DSCI CORPORATION a Foreign Profit Corporation

has been duly formed under the laws of Massachusetts and has filed an application meeting the requirements of Georgia law to transact business as a foreign Profit Corporation in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above Profit Corporation is hereby granted, on **05/14/2008**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on May 14, 2008



A handwritten signature in cursive script, reading 'Karen C Handel'.

Karen C Handel
Secretary of State



**OFFICE OF SECRETARY OF STATE
 CORPORATIONS DIVISION**
 315 West Tower, #2 Martin Luther King, Jr. Drive
 Atlanta, Georgia 30334-1630
 (404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

KAREN HANDEL
 Secretary of State

**APPLICATION FOR CERTIFICATE OF AUTHORITY
 FOR FOREIGN CORPORATION**

2008 MAY 14 AM 10:22
 SECRETARY OF STATE
 CORPORATIONS DIVISION

IMPORTANT

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: smr@commlawgroup.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. DSCI Corporation		Name Reservation Number (Optional)	
Corporate Name			
Upon qualification.			
Date business commenced (or proposed) in Georgia (NOTE: If the date provided here is more than 30 days prior to the date the application is received by the Secretary of State, a \$500 penalty must be paid; penalty is statutory and cannot be waived by Secretary of State.)			
2. Jonathan S. Marashlian; Holein & Marashlian, LLC		(703) 714-1300	
Name of filing person (certificate will be mailed to this person, at address below)		Telephone Number	
1483 Chain Bridge Road, Suite 301	McLean	VA	22101
Address	City	State	Zip Code
3. 275 Wyman Street, Suite 260	Waltham	MA	02451
Principal Office Mailing Address (may be P.O. Box)	City	State	Zip Code
4. C T Corporation System			
Name of Registered Agent in Georgia			
1201 Peachtree Street, N.E.			
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address)			
Atlanta	Fulton	GA	30361
City	County	State	Zip Code
5. Circle/Check ONE		Jurisdiction	Date of Incorporation in home state:
<input checked="" type="checkbox"/> PROFIT	<input type="checkbox"/> NONPROFIT	(Home State or Country)	
		Massachusetts	12/12/2000
6. See attached			
Officer / CEO	Address	City	State Zip Code
Officer / CFO	Address	City	State Zip Code
Officer / SEC	Address	City	State Zip Code

7. NOTICE: Mail or deliver the following items to the Secretary of State at the above address.
 (1) Original and one copy of this application
 (2) An ORIGINAL certificate of existence or good standing, not more than 90 days old, certified by the home state or country. Certificate from home state may not be more than 90 days old. (Copy of articles of incorporation from home state should NOT be submitted)
 (3) Filing fee of \$225.00 payable to "Secretary of State." Filing fees are NON-refundable.

Authorized Signature [Signature]
 CEO/President
 DSE Corporation

Date 5/6/08 FORM 236

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

State of Georgia
 Creation - Foreign Entity 3 Page(s)



T0814209043



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 7, 2008

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

DSCI CORPORATION

is a domestic corporation organized on **December 12, 2000**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By: sam

DSCI Corporation

Officers and Directors

Officers:

Sean M. Dandley, President
275 Wyman Street, Suite 260
Waltham, MA 02451

Timothy S. Battles, Secretary/Vice President
275 Wyman Street, Suite 260
Waltham, MA 02451

James M. Maloney, Treasurer
275 Wyman Street, Suite 260
Waltham, MA 02451

Directors:

John Leonardi
275 Wyman Street, Suite 260
Waltham, MA 02451

Michael Putziger
275 Wyman Street, Suite 260
Waltham, MA 02451

John Shelley
275 Wyman Street, Suite 260
Waltham, MA 02451

EXHIBIT B
CORPORATE CHARTER

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Examiner

HG/20

Name
Approved

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

DSCI CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business of selling telecommunications voice and data services, to engage in such other activities as may be necessary or incidental to such purposes, and to carry on any other business or activity which may lawfully be carried on by a corporation organized under Massachusetts General Laws, Chapter 156B.

C
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M
R.A.

00347008

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P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PARVALUE		WITH PARVALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	200,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See Continuation Sheet 5A.

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A and 6B.

***If there are no provisions state "None".*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

CONTINUATION SHEET 5A

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within 30 days thereafter, either accept the offer, or by notice to him in writing, name a second arbitrator and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer or the report of the arbitrators as to the value of the stock, the Directors shall have 30 days within which to purchase the same at such valuation, but, if at the expiration of 30 days the corporation shall not have exercised the right so to purchase the owner of the stock shall be at liberty to dispose of same in any manner as he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance, waive the requirements.

CONTINUATION SHEET 6A

The Board of Directors of the Corporation may make, amend or repeal the By-Laws of the Corporation, in whole or in part, except with respect to any provision thereof which by law the Articles of Organization, or the By-Laws, requires action exclusively by the Stockholders entitled to vote thereon; but any by-law adopted by the Board of Directors may be amended or repealed by the stockholders.

All meetings of stockholders of the Corporation may be held within the Commonwealth of Massachusetts or elsewhere within the United States. The place of the meetings shall be fixed in, or determined in the manner provided in the By-Laws.

Each director or officer, present or former, of the corporation or of any other corporation, a majority of the stock of which is owned by the corporation, shall be indemnified by the corporation against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his being or having been such director or officer, such expenses to include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with a view to curtailing costs of litigation. The corporation shall not, however, indemnify any such director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation, or in respect of any matter on which any settlement or compromise is effected if the total expense including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be exclusive of other rights to which any such director or officer may be entitled as a matter of law. In determining the reasonableness of any settlement, the judgment of the Board of Directors shall be final.

No contract or other transaction between this Corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the directors or officers of this corporation is or are interested in, or is a member, stockholder, director, or officer or are members, stockholders, directors, or officers of such other firm or corporation; and any director or officer or officers, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no contract, act or transaction of this corporation with any person or persons, firm, association or corporation, shall be affected or invalidated by reason of the fact that any director or directors, or officer or officers of this corporation is a party or are parties to, or interested in, such contract, fact or transaction, or in any way connected with such person or

CONTINUATION SHEET 6B

persons, firm, association or corporation, and each and every person who may become a director or officer of this corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this corporation for the benefit of himself or any firm, association or corporation in which he may be anywise interested.

The corporation may be a partner in any business enterprise which it would have the power to conduct by itself.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

30 Pinewood Road, Bolton, MA 01740

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Sean M. Dandley	30 Pinewood Road, Bolton, MA	01740
Treasurer:	James Maloney	1 Primus Ave., #1, Boston, MA	02114
Clerk:	Timothy Battles	99 Overlook Drive, Groton, MA	01450
Directors:	Sean M. Dandley	30 Pinewood Road, Bolton, MA	01740
	James Maloney	1 Primus Ave., #1, Boston, MA	02114
	Timothy Battles	99 Overlook Drive, Groton, MA	01450

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December ✓

d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 11th day of December, 2000.

Sean M. Dandley
30 Pinewood Road
Bolton, MA 01740

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

731836

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$200.00 having been paid, said articles are deemed to have been filed with me this 12th day of December 20 00.

Effective date: _____



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Jonathan L. Mezrich, Esquire
Murtha Cullina Roche Carens & DeGiacomo

99 High Street, 20th Floor

Boston, MA 02110

Telephone: (617) 457-4000



The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

Examiner

Name
Approved

We, Sean M. Dandley, *President / ~~**Vice-President~~,

and Timothy Battles, *Clerk / ~~**Assistant Clerk~~

of DSCI Corporation,
(Exact name of corporation)

located at 30 Pinewood Road, Bolton, MA 01740,
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

3, 4
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on January, 20 01, by vote of:

200,000 shares of common, no par value of 200,000 shares outstanding.
(type, class & series, if any)

 shares of of shares outstanding, and
(type, class & series, if any)

 shares of of shares outstanding,
(type, class & series, if any)

~~being at least a majority of each type, class or series outstanding and entitled to vote thereon / or~~ ~~being at~~
least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or
series of stock whose rights are adversely affected thereby:

2001 JAN 11 PM 4: 21
SECRETARY OF THE
COMMONWEALTH OF MASSACHUSETTS
REGISTRATION DIVISION

C
P
M
R.A.

*Delete the inapplicable words. **Delete the inapplicable clause.

¹ For amendments adopted pursuant to Chapter 156B, Section 70.

² For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	200,000	Common:		
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	2,250,000	Common:		
Preferred:		Preferred:		

Article IV shall be amended to provide as set forth in the attached Continuation Sheet 4A.

Description of the Corporation's Capital Stock

SERIES OF COMMON STOCK

4.A. Blank Check Stock.

(1) The Common Stock of the Corporation may consist of one or more series. The Board of Directors may, from time to time, establish and designate the different series and designate variations in the relative rights and preferences between the different series as provided below, but in all other respects all shares of the Common Stock shall be identical. In the event that at any time the Board of Directors shall have established and designated one or more series of Common Stock consisting of a number of shares; less than all of the authorized number of shares of Common Stock, the remaining authorized shares of Common Stock shall be deemed to be shares of a non-designated series of Common Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

(2) The Board of Directors is authorized to establish one or more series of Common Stock and, to the extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts, to fix and determine the preferences, voting powers, qualifications and special or relative rights or privileges of each series including, but not limited to: (1) the fixing of the number of shares constituting a particular series and the distinguishing designation, and in connection herewith the Board of Directors may at any time authorize the issuance of additional shares of the same series; (2) the dividend rate on the shares of such series and the preferences, if any, and the special and relative rights of such shares of such series as to dividends; (3) whether or not the shares of such series shall be redeemable, and, if redeemable, the price, terms and manner of redemption; (4) the preferences, if any, and the special and relative rights of the shares of such series upon liquidation of the Corporation; (5) whether or not the shares of such series shall be subject to the operation of a sinking or purchase fund and, if so, the terms and provisions of such fund; (6) whether or not the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class of stock of the Corporation and, if so, the conversion price or ratio and other conversion rights; (7) the conditions under which the shares of such series shall have separate voting rights or no voting rights; and (8) such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts.

Notwithstanding the fixing of the number of shares constituting a particular series, the Board of Directors may at any time authorize the issuance of additional shares of the same series.

4.B. Designation and Amount of Common Stock.

1. Series A: A total of 250,000 shares of the Corporation's Common Stock, no par value per share, have been designated, pursuant to Section 4.A herein, as the "Series A" Common Stock. Each share of Series A Common Stock shall have two (2) votes on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock of the Corporation.

2. Series B: A total of 1,005,000 shares of the Corporation's Common Stock, no par value per share, have been designated, pursuant to Section 4.A herein, as the "Series B" Common Stock. Each share of Series B Common Stock shall have one (1) vote on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock. In all other respects, Series B Common Stock shall be treated identically to Series A Common Stock and a Stockholder holding Series B Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series A Common Stock in accordance with the number of shares held.

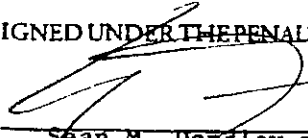
Except as otherwise provided in Section 4.B.2, Series A Common Stock shall be treated identically to Series B Common Stock and a Stockholder holding Series A Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series B Common Stock in accordance with the number of shares held.

Each of the Series of Common Stock are collectively referred to herein as the "Common Stock". The non-designated number of the Common Stock is 995,000 shares.

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

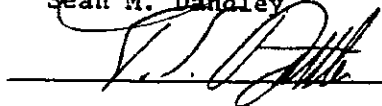
Later effective date: _____

SIGNED UNDER THE PENALTIES OF PERJURY, this 16 day of January, 20 01,



Sean M. Dandley

, *President ~~Assistant President~~



Timothy Battles

, *Clerk ~~Assistant Clerk~~

*Delete the inapplicable words.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20 _____.

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Jonathan L. Mezrich, Esq.

Murtha Cullina Roche Carens & DeGiacomo

99 High Street, 20th floor, Boston, MA 02110

Telephone: (617) 457-4000

Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF VOTE OF DIRECTORS ESTABLISHING A CLASS OR SERIES OF STOCK (General Laws, Chapter 156B, Section 26)

We, Sean M. Dandley, ~~President~~ ~~Office President~~

and Timothy Battles, ~~Clerk~~ ~~Assistant Clerk~~

of DSCI Corporation
(Exact name of corporation)

located at: 30 Pinewood Road, Bolton, MA 01740
(Street Address of corporation in Massachusetts)

do hereby certify that at a meeting of the directors of the corporation held on January 22, 2001, the following vote establishing and designating a class or series of stock and determining the relative rights and preferences thereof was duly adopted:

VOTED: The Directors of DSCI Corporation (the "Corporation") hereby establish and designate, in accordance with the Article IV, part 4.A. of the Articles of Organization as amended by Articles of Amendment filed January 18, 2001, a series of Common Stock designated Series C Common Stock, pursuant to the following terms and conditions:

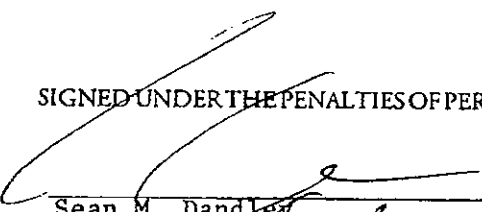
Series C: A total of 995,000 shares of the Corporation's Common Stock, no par value per share, are designated as the "Series C" Common Stock. Each share of Series C Common Stock shall have one (1) vote on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock. In all respects, the Series C Common Stock shall be treated identically to the Series B Common Stock, and a Stockholder holding Series C Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series A Common Stock and Series B Common Stock in accordance with the number of shares held.

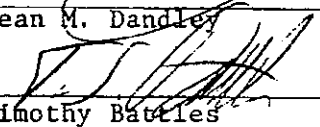
*Delete the inapplicable words.

Notes: Votes for which the space provided above is not sufficient should be provided on one side of separate 8 1/2 x 11 sheets of white paper, numbered 2A, 2B, etc., with a left margin of at least 1 inch.

P.C.

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 day of January, 20 01,


Sean M. Dandley, *President / ~~*Vice President~~


Timothy Battles, *Clerk / ~~*Assistant Clerk~~

**Delete the inapplicable words.*

THE COMMONWEALTH OF MASSACHUSETTS

**CERTIFICATE OF VOTE OF DIRECTORS
ESTABLISHING A SERIES OF A CLASS OF STOCK**
(General Laws, Chapter 156B, Section 26)

I hereby approve the within Certificate of Vote of Directors and, the filing fee in the amount of \$ _____ having been paid, said certificate is deemed to have been filed with me this _____ day of _____, 20 _____.

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Jonathan L. Mezrich, Esquire
Murtha Cullina Roche Carens & DeGiacomo, LLP

99 High Street, 20th Floor

Boston, MA 02110

Telephone: (617) 457-4000

The Commonwealth of Massachusetts

Examiner

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

Name
Approved

We, Sean M. Dandley, *President / ~~Vice President~~,

and Timothy Battles, *Clerk / ~~Assistant Clerk~~

of DSCI Corporation

(Exact name of corporation)

located at 403 Waltham Street, Lexington, MA 02124

(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

3 and 4

(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on 12/19, 20 02, by vote of:

250,000 shares of Series A common stock of 250,000 shares outstanding,
(type, class & series, if any)

803,500 shares of Series B common stock of 803,500 shares outstanding, and
(type, class & series, if any)

995,000 shares of Series C common stock of 995,000 shares outstanding,
(type, class & series, if any)

~~1**being at least two-thirds of each type, class or series outstanding, and 2**being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:~~

C
P
M
R.A.

*Delete the inapplicable words. **Delete the inapplicable clause.

¹ For amendments adopted pursuant to Chapter 156B, Section 70.

² For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	2,250,000	Common:		
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	2,260,000	Common:		
Preferred:		Preferred:		

Article IV of the Articles of Organization as previously amended is hereby stricken and replaced in its entirety with the attached continuation sheets 4A, 4B and 4C.

Continuation Sheet 4A

Description of the Corporation's Capital Stock

SERIES OF COMMON STOCK

4.A. Blank Check Stock.

(1) The Common Stock of the Corporation may consist of one or more series. The Board of Directors may, from time to time, establish and designate the different series and designate variations in the relative rights and preferences between the different series as provided below; but in all other respects all shares of the Common Stock shall be identical. In the event that at any time the Board of Directors shall have established and designated one or more series of Common Stock consisting of a number of shares less than all of the authorized number of shares of Common Stock, the remaining authorized shares of Common Stock shall be deemed to be shares of a non-designated series of Common Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

(2) The Board of Directors is authorized to establish one or more series of Common Stock and, to the extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts, to fix and determine the preferences, voting powers, qualifications and special or relative rights or privileges of each series including, but not limited to: (1) the fixing of the number of shares constituting a particular series and the distinguishing designation, and in connection herewith the Board of Directors may at any time authorize the issuance of additional shares of the same series; (2) the dividend rate on the shares of such series and the preferences, if any, and the special and relative rights of such shares of such series as to dividends; (3) whether or not the shares of such series shall be redeemable, and, if redeemable, the price, terms and manner of redemption; (4) the preferences, if any, and the special and relative rights of the shares of such series upon liquidation of the Corporation; (5) whether or not the shares of such series shall be subject to the operation of a sinking or purchase fund and, if so, the terms and provisions of such fund; (6) whether or not the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class of stock of the Corporation and, if so, the conversion price or ratio and other conversion rights; (7) the conditions under which the shares of such series shall have separate voting rights or no voting rights; and (8) such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts.

Notwithstanding the fixing of the number of shares constituting a particular series, the Board of Directors may at any time authorize the issuance of additional shares of the same series.

Continuation Sheet 4B

4.B. Designation and Amount of Common Stock.

1. Series A: A total of 250,000 shares of the Corporation's Common Stock, no par value per share, have been designated, pursuant to Section 4.A herein, as the "Series A" Common Stock. Each share of Series A Common Stock shall have two (2) votes on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock of the Corporation.

2. Series B: A total of 1,005,000 shares of the Corporation's Common Stock, no par value per share, have been designated, pursuant to Section 4.A herein, as the "Series B" Common Stock. Each share of Series B Common Stock shall have one (1) vote on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock. In all other respects, Series B Common Stock shall be treated identically to Series A Common Stock and a Stockholder holding Series B Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series A Common Stock in accordance with the number of shares held.

3. Series C: A total of 1,002,500 shares of the Corporation's Common Stock, no par value per share, have been designated, pursuant to Section 4.A herein, as the "Series C" Common Stock. Each share of Series C Common Stock shall have one (1) vote on all corporate matters requiring a vote of the Stockholders (including election of Directors), and shall have the right to exercise said vote in the same manner as would a holder of undesignated Common Stock. In all other respects, the Series C Common Stock shall be treated identically to the Series A Common Stock and the Series B Common Stock, and a Stockholder holding Series C Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series A Common Stock and Series B Common Stock in accordance with the number of shares held.

Continuation Sheet 4C


Except as otherwise provided in Section 4.B.2 and Section 4.B.3 Series A Common Stock shall be treated identically to Series B Common Stock and Series C Common Stock and a Stockholder holding Series A Common Stock shall share in any dividends, distributions, stock dividends, stock splits, subdivisions or combinations, consolidations, recapitalizations, reorganizations and other capital events proportionately per share with the Series B Common Stock and Series C Commons Stock in accordance with the number of shares held.

Each of the Series of Common Stock are collectively referred to herein as the "Common Stock". The non-designated number of the Common Stock is 2500 shares.

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: _____.

SIGNED UNDER THE PENALTIES OF PERJURY, this 31st day of December, 20 02.


_____, *President / ~~*Vice President~~


_____, *Clerk / ~~*Assistant Clerk~~

Timothy Battles
**Delete the inapplicable words.*

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20 _____ .

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Jonathan L. Mezrich, Esq.

Murtha Cullina, LLP

99 High Street, Boston, MA 02110

Telephone: _____
(617) 457-4000

EXHIBIT C

**OWNERSHIP INTERESTS OF
OFFICERS AND DIRECTORS
AND
PRINCIPAL STOCKHOLDERS**

Principal Shareholders

The ownership interests of Applicant's officers, directors, as well as holders of 10% or greater ownership interests are set forth below.

<u>Officers, Directors and 10% or Greater Shareholders</u>	<u>Shares</u>	<u>Ownership Percentage</u>
<u>Officers and Directors</u>		
Sean Dandley President, Chief Executive Officer and Director	250,000 Common	12.1%
James Maloney Secretary and Director	200,000 Common	9.68%
Timothy Battles Vice President, Clerk and Director	175,000 Common	8.47%

EXHIBIT D

**PROPOSED LOCAL TELECOMMUNICATIONS
SERVICES TARIFF**

DSCI Corporation
275 Wyman Street, Suite 260
Waltham, MA 02451

LOCAL SERVICES TARIFF

Regulations and Schedule of Local Exchange Service Rates
Within the State of Georgia

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by DSCI Corporation, between locations within the State of Georgia. This tariff is available for public inspection during normal business hours at the main office of Georgia, located at 275 Wyman Street, Suite 260, Waltham, MA 02451.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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Waltham, MA 02451

CHECK SHEET

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original*	41	Original*		
1	Original*	42	Original*		
2	Original*	43	Original*		
3	Original*	44	Original*		
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5	Original*	46	Original*		
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*Denotes New or Revised Page.

Issued: August __, 2008

Effective:

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Issued: August __, 2008

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SYMBOLS

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

- D Deletion or discontinue
- I Change resulting in an increase to a customer's bill
- M Moved from another tariff location
- N New
- R Change resulting in a reduction to a customer's bill
- T Change in text or regulation but no change in rate or charge

Issued: August __, 2008

Effective:

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TARIFF FORMAT

A. Sheet Numbering – Sheet 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. Sheet 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission 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 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets – When a tariff filing is made with the Commission, 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., remain 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 Commission.

Issued: August __, 2008

Effective:

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Vice President
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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating tariff between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Georgia Public Service Commission.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related serviced between signaling points in the CCS network.

Company : DSCI Corporation, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over switched access services as described herein. Similarly the selection by the Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of this tariff.

Issued: August __, 2008

Effective:

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SECTION 1 – DEFINITIONS (CONT'D)

8XX Data Base Access Services: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customers point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Inter-MTA Traffic: Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic: Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in the same MTA.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer Station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is Local Traffic under this tariff if: (i) the call originates and terminates in the same exchange

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Effective:

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SECTION 1 – DEFINITIONS (CONT'D)

Local Traffic: Traffic is Local Traffic under this tariff if: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different DSCI Corporation Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunication Access Service offered on the Company's Network.

Non-Recurring Charges: The one-time initial charge for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User August select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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SECTION 1 – DEFINITIONS (CONT'D)

Recurring Charges: The monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service Order: The written request for Company services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

DSCI – DSCI Corporation, issuer of this tariff.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or termination communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of DSCI Corporation

2.1.1 Scope

DSCI Corporation service is furnished for telecommunications originating and terminating within the State of Georgia under the terms and conditions of this tariff. DSCI Corporation August offer these services over its own or resold facilities.

DSCI Corporation installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. DSCI Corporation August act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customers location to the DSCI Corporation network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** 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 August obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C.** The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specified the priority system for such activities.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.3 Terms and Conditions

- A.** Except as otherwise stated in this tariff, Customers August be required to enter into written service orders 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. Customers will also be required to execute any other documents as August be reasonably requested by the Company.
- B.** Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company' switched access service.
- C.** The Customer agrees to operate Company-provided equipment in accordance with instruction of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and August make the Customer responsible for damages to equipment pursuant to section 2.1.3.D below.
- D.** The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Issued: August __, 2008

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.4 Liability of the Company

- A.** The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B.** With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C.** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order regulation, direction action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of the military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D.** The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E.** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F.** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- G.** The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H.** Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I.** The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of the copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J.** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K.** The Company makes no warranties or representation. Express, or implied, including warranties or merchants ability or fitness for a particular use, except those expressly set forth herein.
- L.** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnect with Company services.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- M.** The Company does not guarantee nor make any warranty with respect to service installation at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or person, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, but the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N.** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safely, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.4 Liability of the Company (Cont'd)

I. With respect to Emergency 911 Service (Cont'd)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that August occur in normal operation of its business. Such activities August include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative 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 August not be possible.

Issued: August __, 2008

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. 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.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer August not, nor August the Customer permit others to, rearrange, disconnect, remove, 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.
- C. The Company August substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- 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 it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. 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:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- G.** The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H.** The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance August be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional hours August apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities August be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** where facilities are requested in a quantity greater than that which the Company would normally construct;
- E.** where installation is on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of DSCI Corporation (Cont'd)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company August require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company August require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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;
- C. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all 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 August be charged by the Company to, the Customer. The Company August require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D. 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 August 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's 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;
- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as August be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damages to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. 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 or omission 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.

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes as used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting

- D.** Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. IF the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as the provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3.A and 2.3.3.B above.
- E.** Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer August transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A.** The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service August be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In the case of such temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

- B.** 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.

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Access Services August be connected to the services of facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company August make such tests and inspections as August be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. 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.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company August 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 this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company August take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1. Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) excluding taxes on Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxed shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributed to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts paid within 30 days after the date of invoice will be considered past due. DSCI Corporation will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. IF the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company August require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer August file a complaint with the Commission in accordance with the Commissions rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at a rate required by the Commission for customer deposits.

Issued: August __, 2008

Effective:

Issued by:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.3 Refusal and Discontinuance of Service

- A.** Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company discontinue service without incurring any Liability.
- E.** Upon the Company's discontinuance of Service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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, discontinue 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.
- F.** The Company discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability.
 - 1.** Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
 - (a)** The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b)** The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

Issued: August __, 2008

Effective:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.3 Refusal and Discontinuance of Service (Cont'd)

F. (Cont'd)

1. (Cont'd)

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
 - (d) The Customer has been given written notices by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common Carrier communications services which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
2. Upon ten (10) days written notice to the Customer or nay sum thirty (30) days past due;
3. Upon ten (10) days written notice to the Customer, after failure of the customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance is not corrected within that seven (7) day period. 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 charge due and owing for service(s) furnished up to the time of discontinuance.

Issued: August __, 2008

Effective:

Issued by:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Cancellation of Application for Services

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC report the outage to DSCI Corporation. A Service Outage ends with the affected circuit and/or associated DSCI Corporation equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which DSCI Corporation is not given access to the service premises; (iv) negligence of LEC employees; (iv) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by DSCI Corporation from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

2.6.1 Limitations on Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connecting to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carrier connected to the Company's facilities;

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Limitations on Allowances (Cont'd)

- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or caused beyond the control of the Company.

2.7 Transfers and Assignments

Neither the Company nor the Customer August 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 August assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

Issued: August __, 2008

Effective:

Issued by:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange service constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances, a Service Order August be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company August also designate a separate address to which the Company's bills for service shall mail payment on that bill.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company August designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or 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 deposit 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.
- 2.8.5 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.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

Issued: August __, 2008

Effective:

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SECTION 3 – EXCHANGE SERVICE AREAS

3.1 Exchange Service Areas

3.1.1 General

Local exchange services are offered to business and residential Customers and is available on a presubscription basis from equal access originating end offices only. Rates for service August vary by call type and/or term commitments. Usage rates, per-call service charges, monthly fees and installation charges August apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

3.1.1 Local Calling Areas

The Exchange boundaries are the same as those defined in the applicable tariff of the incumbent local exchange carrier which serves the same area. Company's local calling areas mirror those of BellSouth Telecommunications, Inc. d/b/a AT&T Georgia as stated in its Georgia General Subscriber Tariff Section A3.6.1, with the exception of the Atlanta LATA. The local calling area for all exchanges within the Atlanta LATA is the entire Atlanta LATA. The Atlanta LATA local calling area is listed below.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 3 – EXCHANGE SERVICE AREAS (Cont'd)

3.1 Exchange Service Areas (Cont'd)

3.1.2 Local Calling Areas (Cont'd)

EXCHANGES IN THE ATLANTA LATA		
Aeworth	Cleveland	Franklin
Adairsville	Cohutta	Fredonia, AL
Alpharetta	Colbert	Fruithurst, AL
Athens	Columbus	Gainesville
Atlanta	Comer	Gay
Austell	Commerce	Geneva
Barnesville	Concord	Grantville
Batesville	Conyers	Greensboro
Big Canoe	Cornelia	Greenville
Blairsville	Covington	Griffin
Blue Ridge	Crawfordville	Hamilton
Bogart-Statham	Cumming	Hampton
Bowdon	Cusseta	Hartwell
Braselton	Dahlonega	Helen
Bremen	Dallas	Hiawassee
Buchanan	Dalton	Hogansville
Buford	Danielsville	Homer
Calhoun	Dawsonville	Huguley, AL
Canton	Dial	Ila
Carlton	Dillard-Mountain City	Jackson
Carnesville	Douglasville	Jefferson
Carrollton	Duluth	Jonesboro
Cartersville	Eastanollee	Kingston
Cave Spring	Eatonton	LaGrange
Cedartown	Elberton	Lakewood
Chamblee	Ellijay	Langdale, AL
Chatsworth	Fairburn	Lavonia
Clarkesville	Fairmount	Lawrenceville
Clayton	Fayetteville	Lexington
Clermont	Flowery Branch	Lincolnton

Issued: August __, 2008

Effective:

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SECTION 3 – EXCHANGE SERVICE AREAS (Cont'd)

3.1 Exchange Service Areas (Cont'd)

3.1.3 UNE Zones (Cont'd)

When UNE zones are used in the rate tables in this tariff, the applicable zone rate is based on the following chart.

CITY	UNE ZONE
MANOLA	1
PELHAM	3
PINE MT	3
POOLER	2
POWDER SPRINGS	2
RICHLAND	3
ROCKMART	3
ROME	2
ROOPVILLE	3
ROSSVILLE	1
ROSWELL	1
ROYSTON	3
RUTLEDGE	3
SANDERSVILLE	3
SARDIS	3
SAVANNAH	1
SENOIA	3
SMITHVILLE	3
SMYRNA	1
SOCIAL CIRCLE	3
SPARKS	3
SPARTA	3
STOCKBRIDGE	1
STONE MOUNTAIN	1
ST SIMONS ISLAND	1
SWAINSBORO	3
SYLVESTER	3
TALLAPOOSA	3
TEMPLE	3
TENNGA	2
THOMASVILLE	2
THOMSON	3

Issued: August __, 2008

Effective:

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SECTION 3 – EXCHANGE SERVICE AREAS (Cont'd)

3.1 Exchange Service Areas (Cont'd)

3.1.3 UNE Zones (Cont'd)

When UNE zones are used in the rate tables in this tariff, the applicable zone rate is based on the following chart.

CITY	UNE ZONE
TIFTON	2
TUCKER	1
TYBEE ISLAND	1
VALDOSTA	2
VIDALIA	2
VILLA RICA	2
WADLEY	3
WARNER ROBINS	1
WARRENTON	3
WATKINSVILLE	3
WAYCROSS	3
WAYNESBORO	3
WOODBURY	3
WOODSTOCK	1
WRENS	3
WRIGHTSVILLE	3
ZEBULON	3

Issued: August __, 2008

Effective:

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SECTION 4 – BASIC SERVICES AND RATES (CONT'D)

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 4 – BASIC SERVICES AND RATES (CONT'D)

4.4 Local Exchange Service

4.4.1 General

The Company offers Basic Local Service to customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages August be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 4 – BASIC SERVICES AND RATES (CONT'D)

4.5 Local Dialtone Service

4.5.1 General

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

4.5.2 Rates

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$49.95
	Secondary Line	\$49.95
B.	Monthly Rate	
	Primary Line	\$39.95
	Secondary Line	\$39.95

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)

4.6 Basic Local Service Package

4.6.1 General

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

4.6.2 Rates

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$59.95
	Secondary Line	\$59.95
B.	Monthly Rate	
	Primary Line	\$49.95
	Secondary Line	\$49.95

Issued: August __, 2008

Effective:

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES

5.1 Service Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge August apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge August apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.1 Service Order and Change Charges (Cont'd)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Issued: August __, 2008

Effective:

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SECTION 5 --MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.1 Service Order and Change Charges (Cont'd)

5.1.3 Rates

<u>Service Order Charges</u>	<u>Residence</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

*Service Connection charges are listed with the rates for each specific service tariffed.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>
Per occasion	\$25.00

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.3 Reserved for Future Use

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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 August be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.75

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 Custom Calling Features

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers August utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features August not be acceptable for all or some uses in some cases.

5.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 Custom Calling Features

5.5.1 Feature Descriptions (Cont'd)

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 Custom Calling Features

5.5.2 Rates

FEATURE	RATE	BILLED
Call Forwarding	\$0.50	Per use
Speed Calling	\$3.50	MRC
Caller ID	\$3.50	MRC
Caller ID with Name	\$5.50	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$3.50	MRC
Call Waiting with Caller ID with Name	\$5.50	MRC
Three Way Calling	\$3.50	MRC
Call Return	\$0.50	Per use
Anonymous Call Rejection	\$2.50	MRC
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.6 Directory Assistance Services

A Customer August obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line August be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

Issued: August __, 2008

Effective:

Issued by:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.6 Directory Assistance Services (Cont'd)

5.6.1 Rates

A. Basic Directory Assistance

Direct dialed, per call

Residence
\$0.95

Issued: August __, 2008

Effective:

Issued by:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that August arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service

5.8.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.8.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line and each joint user.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.2 Listings (Cont'd)

B. Additional Listings

Additional listings August be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing August be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

Issued: August __, 2008

Effective:

Issued by: Sean Dandley, President & Chief Executive Officer
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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.2 Listings (Cont'd)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

D. Nonlisted Service

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

Issued: August __, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings Residence	\$0.75
Nonpublished Service Residence	\$1.50
Nonlisted Service Residence	\$1.00
Alternate Listings Residence	\$0.75

Issued: August ___, 2008

Effective:

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.9 Carrier Presubscription

5.9.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

Issued: August __, 2008

Effective:

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EXHIBIT E

**BIOGRAPHICAL SKETCHES
OF
EXECUTIVE MANAGEMENT PERSONNEL
OF
DSCI CORPORATION**

DSCI Corporation Senior Management

The Company has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's telecommunications services venture. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local exchange telecommunications services. Biographies of the Company's Senior Management follow.

President and CEO: As one of the four founders of DSCI Corporation, Sean M. Dandley has worked in the telecommunications field for over seventeen years, and has established a distinguished executive management track record. He was a founder and majority owner of Digital Signal Communications, Inc., a non-facility based telecommunications provider that provided local, long-distance and data services to the Mid-Tier Business market in New England and New York. Digital Signal Communications, Inc. grew to a business with ten million dollars in annual revenues within fourteen months of commencing operations and was regarded as having one of the best customer retention programs in the country.

Mr. Dandley was also the Senior VP of Sales and Marketing at Digital Broadband Communications, Inc., a northeast broadband service provider, and grew the sales and sales engineering organization from 25 to 185 employees in ten months. During this period, the sales organization exceeded sales objectives including landing multi-million dollar contracts with Putnam, EMC, Lifespan and Mass Community Networks.

Mr. Dandley has held the positions of National Accounts Manager at USTelecenters, Director of Sales for Eastern Telecom and Vice-President of Network Sales for Eastern Telecom.

Vice-President – Tim Battles has worked in the telecommunications industry for twenty years. He has created national and regional sales organizations that have provided superior service and garnered high customer loyalty. He has extensive experience managing sales forces that concentrated on high-end technical customer applications such as WANs, VPNs, Remote Access and Internet service. Currently he is the Vice President and one of four co-founders of DSCI Corporation, where he has manages the day to day financial operations of the company.

Previously, Mr. Battles was a VP of Sales at Digital Broadband Communications, Inc., a northeast broadband service provider, and opened nine markets growing the sales force from 0 to 96 employees in ten months.

Prior to Digital Broadband Communications he was part of a group of five people who started Digital Signal Communications, Incorporated. As Vice President of Sales, he was part of the senior management team that drove the growth of Digital Signal Communications' revenue from \$0.00 in March of 1998 to \$10.0 million in 1999. He had previously held positions including Sales Engineering, National Accounts and Sales Management at USTeleCenters and Sprint.

Vice-President of Sales: James Maloney proven sales management professionals with over fifteen of sales and sales management experience in telecommunications. He has established a successful track record creating and developing high production, high retention sales teams. Currently he is the Vice President of Sales and one of four co-founders of DSCI Corporation. During his tenure here, revenues have grown from \$9M in 2001 to just under \$28M in 2006.

Prior to DSCI, Mr. Maloney was a VP of Sales at Digital Broadband Communications, Inc., a northeast broadband service provider, and opened five markets growing the sales force from 0 to 60 employees in ten months.

Before Digital Broadband Communications he was part of a group of five people who started Digital Signal Communications, Incorporated. His experience is derived from positions at MCI, USTelecenters, and Eastern Telecom.

Vice-President of Data Services: John Shelley, MCP/MCSD, is a talented and highly regarded IS professional with over thirty years of programming and development experience. His last fifteen years have been specific to the area of telecommunications data processing and billing. A co-founder of DSCI Corp., Mr. Shelley oversees his team to insure the most accurate and timely billing possible for the company as well as providing the tools to keep all the other departments running as efficiently as possible.

In 1991 Mr. Shelley co-founded CBI, a company that provided long distance service and student billing to the higher education market. He was the primary designer, developer and programmer of the proprietary billing platform (CUBS) that provided private label billings for CBI and later for Digital Broadband Communications where he held the position of Vice President of IS. Mr. Shelley and his IS staff have managed billing production runs in excess of 20,000 invoices per month.

Vice-President of Engineering: Rick Girardin joined DSCI in January 2005. Mr. Girardin was brought in to form the engineering team that had the responsibility to design and implement a "greenfield" voice and data network for the purpose of migrating an existing Resold customer base and to deliver new voice and data products to the New England market. This was the third network that he had designed and built from the ground up.

Before joining DSCI, Mr. Girardin was the Vice President of Engineering at Lightship Communications which had acquired his previous company, Net Resource in February of

2000. At Lightship he was responsible for all of the voice, data, and network engineering along with network assurance and operations. His major focus there was to merge the operations and network of Net Resource's primarily data network with Lightship's existing voice infrastructure. The Lightship network was built to serve over 80% of the businesses in Vermont, New Hampshire, Maine, Massachusetts, and Rhode Island.

As previously mentioned, preceding his engagement with Lightship he was founder and President of Net Resource. With Net Resource Mr. Girardin established one of the first commercial ISP's serving New England businesses. Net Resource owned and operated a data network offering ATM, Frame Relay, DSL, and IP service. Net Resource established relationships with area telecom companies to offer wholesale access to its network enabling bundled voice and data offerings.

EXHIBIT F
CERTIFIED FINANCIAL STATEMENTS
OF
DSCI CORPORATION

DSCI Corporation
Balance Sheets
December 31, 2007 and 2006

	<u>2007</u>	<u>2006</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 890,445	\$ 586,331
Accounts receivable - net (note 1)	2,732,937	2,766,382
Prepaid expenses	82,384	92,059
Other current assets	334,090	98,151
Total current assets	<u>4,039,856</u>	<u>3,542,923</u>
Property and equipment - net (note 1)	<u>3,765,029</u>	<u>3,153,491</u>
Other assets:		
Security deposits	110,912	99,458
Loan costs, net	43,164	-
Total other assets	<u>154,076</u>	<u>99,458</u>
Total assets	<u>\$ 7,958,961</u>	<u>\$ 6,795,872</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 2,897,549	\$ 3,248,764
Accrued payroll and commissions	529,458	573,858
Withholding and communication taxes payable	361,624	323,389
Current portion of long term debt	639,886	640,530
Line of credit (note 2)	1,295,204	300,000
Customer security deposits	67,366	10,418
Accrued income taxes (note 1)	18,695	-
Total current liabilities	<u>5,809,782</u>	<u>5,096,959</u>
Long term liabilities		
Term debt/capital lease obligations	<u>667,025</u>	<u>799,366</u>
Total liabilities	<u>6,476,807</u>	<u>5,896,325</u>
Stockholders' equity:		
Common stock, no par value (note 4)	570,373	558,434
Additional paid-in capital	51,089	45,821
Retained earnings	860,692	295,292
Total stockholders' equity	<u>1,482,154</u>	<u>899,547</u>
Total liabilities and stockholders' equity	<u>\$ 7,958,961</u>	<u>\$ 6,795,872</u>

The accompanying notes are an integral part of these financial statements.

DSCI Corporation
 Statements of Operations
 For the Years ended December 31, 2007 and 2006

	<u>2007</u>	<u>2006</u>
Revenue earned	\$ 29,722,916	\$ 27,981,461
Cost of revenue earned	<u>18,041,860</u>	<u>18,331,406</u>
Gross margin on revenue earned	11,681,056	9,650,055
Operation expenses:		
Salaries	6,770,187	6,564,291
Employee benefits and taxes	1,159,655	1,006,220
Other operating expenses	450,781	498,830
Telephone and communications	225,033	181,156
Depreciation and amortization (note 1)	930,373	594,242
Occupancy	344,806	301,748
Professional fees	156,515	128,892
Office expenses	206,194	230,872
Printing and reproduction	89,499	112,215
Travel and entertainment	88,679	125,440
Bad debts	355,040	130,662
Insurance	<u>79,389</u>	<u>60,423</u>
Total operating expenses	<u>10,856,151</u>	<u>9,934,991</u>
Income/(loss) from operations	824,905	(284,936)
Other income (expense):		
Loss on disposal of assets	(1,770)	-
Interest expense	(184,770)	(109,187)
Interest income	2,444	6,238
Other income	<u>9,654</u>	<u>29,628</u>
	<u>(174,442)</u>	<u>(73,321)</u>
Net income/(loss) before taxes	650,463	(358,257)
Provision for income taxes (note 1)	<u>(85,063)</u>	<u>(22,016)</u>
Net income/(loss)	<u>\$ 565,400</u>	<u>\$ (380,273)</u>

The accompanying notes are an integral part of these financial statements.

DSCI Corporation
Statements of Cash Flows
For the Years Ended December 31, 2007 and 2006

	<u>2007</u>	<u>2006</u>
Cash flows from operating activities:		
Net income (loss)	\$ 565,400	\$ (380,273)
Adjustments to reconcile net income (loss) to net cash used by operating activities:		
Depreciation and amortization	930,373	594,242
Bad debt expense	355,040	130,662
Compensation expense for stock options granted	8,927	4,191
Loss on disposal of equipment	1,770	-
Changes in assets and liabilities:		
(Increase) in accounts receivable	(321,595)	(830,007)
(Increase) decrease in other assets	(280,882)	60,939
(Decrease) increase in accounts payable and accrued expenses	(312,980)	806,268
(Decrease) increase in accrued payroll and commissions	(44,400)	75,464
Increase in other liabilities	75,643	1,692
Net cash provided by operating activities	<u>977,296</u>	<u>463,178</u>
Cash flows from investing activities:		
Purchase of equipment	(1,565,967)	(1,719,695)
Proceeds from disposal of equipment	22,286	-
Proceeds from capital lease on equipment	-	949,425
Net cash used in investing activities	<u>(1,543,681)</u>	<u>(770,270)</u>
Cash flows from financing activities:		
Proceeds from line of credit - net	996,348	-
Proceeds from notes payable	1,650,000	-
Repayment of capital lease obligation	(1,439,896)	(386,290)
Payments on notes payable	(344,233)	-
Proceeds from exercise of stock options	8,880	24,400
Repurchase of stock	(600)	-
Dividend distributions	-	(102,955)
Net cash (used in)/provided by financing activities	<u>870,499</u>	<u>(464,845)</u>
Net decrease in cash and cash equivalents	304,114	(771,937)
Cash and cash equivalents - beginning of the year	<u>586,331</u>	<u>1,358,268</u>
Cash and cash equivalents - end of the year	<u>\$ 890,445</u>	<u>\$ 586,331</u>
Supplemental cash flow information:		
Income taxes paid	\$ 20,209	\$ 9,175
Interest paid	\$ 169,212	\$ 108,902

The accompanying notes are an integral part of these financial statements.

DSCI Corporation
 Statements of Stockholders' Equity
 For the Years ended December 31, 2007 and 2006

	<u>Number of Shares</u>	<u>Capital Stock</u>
Balance at December 31, 2005	2,006,000	\$ 558,434
Net Loss for the Year Ended December 31, 2006	-	-
Shares Issued Pursuant to Exercise of Stock Options	20,250	-
Share Based Compensation	-	-
Shares Issued in Merger with DSCI Company Business Trust	32,900	-
Dividend Distributions	<u>-</u>	<u>-</u>
Balance at December 31, 2006	2,059,150	\$ 558,434
Net Income for the Year Ended December 31, 2007	-	-
Shares Issued Pursuant to Exercise of Stock Options	8,750	11,939
Share Based Compensation	-	-
Repurchase of Shares Issued	<u>(500)</u>	<u>-</u>
Balance at December 31, 2007	<u>2,067,400</u>	<u>\$ 570,373</u>

The accompanying notes are an integral part of these financial statements.

Before the
GEORGIA PUBLIC SERVICE COMMISSION

CERTIFICATION

I, Sean Dandley, a duly authorized officer of DSCI Corporation ("DSCI"), am authorized to make this certification on behalf of DSCI. The statements concerning DSCI in the foregoing financial statements are true, complete, and accurate to the best of my knowledge and are made in good faith.

DSCI Corporation


By:


Sean Dandley,
President and Chief Executive Officer

Subscribed and sworn to before me, in and for the State and County named above
this 18th day of July, 2008.


Notary Public

My Commission Expires:

 GIOVANNA FORTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
APRIL 28, 2011