

Mountain Communications, LLC d/b/a Procom

Route 3, Box 69-G

Bruceton Mills, WV 265425

INTERSTATE CARRIER SWITCHED ACCESS TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for switched access telecommunications services provided by Mountain Communications, LLC d/b/a Procom to Customers originating from or terminating to locations within the United States. The Company's principal offices are located at: Route 3, Box 69-G, Bruceton Mills, WV 26525. This tariff is on file with the Federal Communications Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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The pages listed below, which are inclusive of this tariff, are effective as of the date shown on the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated above.

PAGE	Revision Level	PAGE	Revision Level
1	Original*	32	Original*
2	Original*	33	Original*
3	Original*	34	Original*
4	Original*	35	Original*
5	Original*	36	Original*
6	Original*	37	Original*
7	Original*	38	Original*
8	Original*	39	Original*
9	Original*	40	Original*
10	Original*	41	Original*
11	Original*	42	Original*
12	Original*	43	Original*
13	Original*	44	Original*
14	Original*	45	Original*
15	Original*	46	Original*
16	Original*	47	Original*
17	Original*	48	Original*
18	Original*	49	Original*
19	Original*	50	Original*
20	Original*	51	Original*
21	Original*	52	Original*
22	Original*	53	Original*
23	Original*	54	Original*
24	Original*	55	Original*
25	Original*	56	Original*
26	Original*	57	Original*
27	Original*	58	Original*
28	Original*	59	Original*
29	Original*	60	Original*
30	Original*	61	Original*
31	Original*		

\*Indicates pages included with this filing.

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**TABLE OF CONTENTS**

CHECK SHEET	2
TABLE OF CONTENTS	3
ISSUING CARRIERS	4
SYMBOLS	5
APPLICATION OF TARIFF	6
TARIFF FORMAT	7
SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS	8
SECTION 2 RULES AND REGULATIONS	14
21 Undertaking of the Company	14
2.2 Limitations of Service	15
23 Limitations of Liability	16
24 Responsibilities of the Customer	20
25 Allowances for Interruption in Service	31
26 Applications for Service	34
2.7 Installation of Service	34
28 Termination of Access Service	35
29 Blocking of Access Traffic	42
2.10 Effect on Interstate Interexchange Carrier Presubscription	45
2.11 Payment of Charges	45
2.12 Contested Charges	46
2.13 Taxes and Fees	46
SECTION 3 DESCRIPTION OF SERVICE	47
3.1 Timing of Calls	47
3.2 Service Commencement Date	48
3.3 Service Cancellation Date	48
34 Access Service Offerings	49
35 End-User Common Line (EUCL)	52
36 Additional Customer Service Offerings	53
SECTION 4 RATES AND CHARGES	54
4.1 Access Service Offerings	54
4.2 End-User Common Line (EUCL)	58
SECTION 5 MISCELLANEOUS SERVICES AND CHARGES	61
5.1 Access Order Change Charge	61
5.2 Reconnection Charge	61
5.3 Return Check Charge	61

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Effective: June 13, 2013

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Route 3, Box 69-G  
Bruceton Mills, WV 26525

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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### SYMBOLS

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.
- (Z)- To signify a correction

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APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to, Interstate Access including Switched Access, End User Access, and other related services, hereinafter referred to as Access Services, provided by the issuing carrier of the tariff, hereinafter referred to as the Company, to Customers.

Regulations, rates and charges as specified in this tariff apply to Access Services and shall not serve as a substitute for interexchange carrier tariff offerings of services to end users. The provision of such Access Services by the Company as set forth in this tariff does not constitute a joint undertaking with an interexchange carrier or other provider.

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## FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. 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).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1 .A.1 .(a).1 .(i).(1)
- D. Check Sheet - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. 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.

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II Definitions

Access or Access Service: Services and facilities provided for the origination or termination of any telecommunications.

Access Tandem: A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an end user.

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.

Call – An attempt for which the complete address code (e.g., 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier: Provider of telecommunications services for hire.

Central Office – A telephone company switching center.

CMRS: Commercial Mobile Radio Service

Commission - The Federal Communications Commission

Company – Mountain Communications, LLC, d/b/a Procom unless specifically stated otherwise.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives the Company's service, including but not limited to an Interexchange Carrier, End User, other telecommunications carrier or wireless provider, or other provider originating or terminating Toll VoIP-PSTN traffic.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

11 Definitions, (Cont'd.)

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any call where voice transmission between the Calling and Called station is not established.

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

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

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Internet Protocol (IP): The method or protocol by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling: A packet data-oriented protocol used for communicating call signaling information.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

II Definitions, (Cont'd.)

Interstate - The regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - The regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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.

Local Switching Center: The switching center where telephone exchange service station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

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.

Nonrecurring Charges: The one-time initial charges 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.

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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

11 Definitions, (Cont'd.)

Percent Interstate Usage (PIU) – The proportion of switched access minutes of use allocated to the interstate jurisdiction.

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

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer (except railroad right-of-way) not separated by a public thoroughfare.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

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

Service Order: The written request for the Company's 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.

Shared Customer - Any entity included within the definition of Customer above, that receives services from and is under obligation to the Company and one or more Customers simultaneously.

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

TDM Time Division Multiplexing: A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

11 Definitions, (Cont'd.)

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

United States: - The forty-eight contiguous states and the District of Columbia, Alaska, Guam, Hawaii, American Samoa, Puerto Rico, the Northern Mariana Islands, and the US Virgin Islands.

VoIP Service: Transmission of communication by aid of wire, cable, radio, or other like connection using Voice over Internet Protocol that is originated or terminated in Internet Protocol ("IP") format. VoIP services are those services that require the use of IP compatible customer premises equipment.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

12 Abbreviations

ANI	- Automatic Number Identification
BNA	- Billing Name and Address
EUCL	- End User Common Line
FCC	- Federal Communications Commission ("Commission")
FGD	- Feature Group D
ICB	- Individual Case Basis
IXC	- Interexchange Carrier
JIP	- Jurisdiction Information Parameter
LATA	- Local Access Transport Area
PIC	- Primary Interexchange Carrier
PICC	- Presubscribed Interexchange Carrier Charge
PIU	- Percent Interstate Usage
POP	- Point of Presence
STP	- Signaling Transfer Point
V&H	- Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

21 Undertaking of the Company

- 2.1.1 The Company provides switched access telecommunications services to Customers throughout the United States to enable such Customers to access End-User Customers.
- 2.1.2 The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Customers for the purpose of originating or terminating interstate communications.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-866-776-2662. Customers wishing to communicate with the Company in writing may send correspondence to: Route 3, Box 69-G, Bruceton Mills, WV 26525.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

23 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Customers for interruptions in service except as set forth in Section 2.5 of this tariff,
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- A. any act or omission of: (1) the Customer; or (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - B. interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - C. any unlawful or unauthorized use of the Company's facilities and services;
  - D. libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - E. infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - F. claims arising out of any act or omission of the User in connection with service provided by the Company;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

23 Limitations of Liability, (Cont'd.)

2.3.4 (Cont'd.)

- G. breach in the privacy or security of communications transmitted over the Company's facilities;
- H. changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
- I. defacement of or damage to the Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof;
- J. any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. any noncompleted calls due to network busy conditions; and
- L. any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

23 Limitations of Liability, (Cont'd.)

- 2.3.5 The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Customer.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement.
- 2.3.9 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Liability, (Cont'd.)

2.3.10 Indemnification for Customer Cancellation of Service

- A. Where a Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User Customers choose to remain Customers of the Company, and cancel their interstate interexchange service arrangements with the Customer.
- B. Where a Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom.

2.3.11 The Customer accepts all liability associated with efforts by the Customer or by the Customer's patrons to contact or communicate with 911 Public Service Answering Bureaus or the like when the Company is not the Customer's outbound provider, even though the Customer may be using telephone numbers assigned to the Customer by the Company.

2.3.12 From time-to-time, the Company assigns telephone numbers to its Customers who then, in turn, assign the use of those telephone numbers to their patrons. While the Company shall not be held liable for any use of such telephone numbers by Company's Customer's or by Company's Customer's patrons, the Company will notify its Customers of alleged inappropriate uses of such telephone numbers reported to the Company, and the Company will work with law enforcement and with other parties, as the Company determines to be appropriate, to address such alleged situations or other forms of possible fraud.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to an End-User. The Customer also is responsible for the payment of charges for all access service used from the Company.
- 2.4.2 The Customer is responsible for charges incurred for special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.6 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this tariff to determine call jurisdiction.

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.6 Jurisdictional Reporting, (Cont'd.)

- A.     Originating Access: Originating access minutes include only traffic originating from the Company Local Switching Center(s).
- B.     Terminating Access: Feature Group D Switched Access Service(s) is for traffic terminating to the Company's network, users or gateways.
- C.     800 Originating Access: 800 Originating Access is for 8XX traffic that is switched by the Company's switches and originated by an End-User.
- D.     Any Customer-reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.6 Jurisdictional Reporting, (Cont'd.)

- E. 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. 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. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services as requested, the Company will assume the percentage to be the same as that 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 the protocol listed above.
- F. 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 or jurisdictional information. 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, at its own expense, has the right to retain an independent auditing firm.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.6 Jurisdictional Reporting, (Cont'd.)

- G. For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.7 Jurisdictional Audits

- A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****24 Obligations of the Customer, (Cont'd.)****2.4.8 Identification and Rating of Toll VoIP-PSTN Traffic****A. Scope**

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification and billing of VoIP-PSTN Traffic pursuant to the FCC's Intercarrier Compensation Report and Order in WC Docket Nos. 10-90, et. al., FCC No. 11-161 (Nov. 18, 2011) ("FCC ICC Order"). Pursuant to the FCC ICC Order, the Company shall apply interstate access charges to VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Order in a symmetrical manner.

**B. Methodology Options**

Unless otherwise negotiated, the Customer may elect an approach from the following options to identify the relevant Toll VoIP-PSTN Traffic that is subject to the FCC ICC Order:

1. **Option 1 Self-Reporting:** Self-Report Percent VoIP Usage pursuant to Section 2.4.8.E, following, or
2. **Option 2 Call Signaling:** Properly populate the Originating Line Indicator ("OLI") field of the call signaling stream to reflect that the call originated as a VoIP call, which shall be through the use of the digit-code 40 or other digit pair mutually agreed upon in writing by Customer and Company's Chief Technical Officer, or
3. **Option 3 Trunk Group Segregation:** Properly segregate the calls that originate as VoIP calls and exchange such calls through a trunk group established solely for the completion of VoIP-originated calls.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****24 Obligations of the Customer, (Cont'd.)****2.4.8 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****C. Initial Methodology**

The Company shall provide a one-time grace period of thirty (30) days for the Customer to notify the Company of its Methodology Option selection immediately following the effectiveness of this Section. For Option 1 – Self-Reporting, the Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon Company's written request. Option 1 – Self-Reporting is available to all Customers pursuant to tariff without the need for contractual negotiations. Options 2 and 3 are available to all Customers pursuant to tariff and may be customized through contractual negotiations. For Option 2 – Call Signaling, provided pursuant to this tariff, if any replacement digit-code is established through industry-consensus or updated industry standards, the Company shall update this tariff to reflect the replacement digit-code and the Customer shall within six months transition to the replacement digit-code then set forth in this tariff, unless otherwise agreed upon in writing by Customer and Company's Chief Technical Officer. Option 3 – Trunk Group Segregation is provided subject to up-front and recurring certification, auditing and verification by the Company. For Option 3 – Trunk Group Segregation provided pursuant to this tariff, intervals and costs for the establishment of dedicated trunk groups are subject to negotiation.

If the Customer has neither selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in subsection E, following of this tariff, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection E, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.8 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

D. Rating of Toll VoIP-PSTN Access Traffic

The relevant Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in Section 4.1, of this tariff.

E. Calculation and Application of Percent-VoIP-Usage Factor

For the Customer that selects Option 1 – Self Reporting, the Company will determine the number of Relevant VoIP PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection D, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a the Company and the Customer. By default, the effective PVU will be equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in the State divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines, based on the FCC's Local Competition Report, as released periodically. If the Customer proposes to use a different PVU, it must be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.
2. The Company will, likewise calculate a factor (the "PVU-B") representing the whole number percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.8 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

E Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the whole number percentage of total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1:

The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2:

The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3:

The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

5. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

24 Obligations of the Customer, (Cont'd.)

2.4.8 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

F. Initial PVU Factor

If the PVU factor cannot be implemented by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, the initial PVU will be set as specified above.

G. PVU Factor Updates

Customers selecting Option 1 – Self Reporting may update the PVU-A factor quarterly using the method set forth in subsection E.1, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively, along with supporting documentation for the prior three month period. The verified revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified PVU factor.

H. PVU Factor Verification

Not more than four times in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company. The Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon the Company's written request. The Customer shall comply with such requests, and shall reasonably provide the records, including information used to determine the PVU-A factor and other information contained in Company's written requests.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.
- D. The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the Customer specifically requests a later date.
- E. The Company's service objective is to maintain service so that the average rate of Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

25 Allowances for Interruptions in Service, (Cont'd.)

2.5.2 Application of Credits for Interrupted Services

- A. At the Customer's request, when a Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- C. In the event the Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

<u>Length of Interruption</u>	<u>Interruption Period To be Credited</u>
Less than 6 hours	None
6 hours up to but not including 9 hrs	2/5 Day
9 hours up to but not including 12 hrs	3/5 Day
12 hours up to but not including 15 hrs	4/5 Day
15 hours up to but not including 24 hours	1 Day

- D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

25 Allowances for Interruptions in Service, (Cont'd.)

2.5.3 Limitations on Allowances

- A No credit allowance will be made for any interruption of service:
1. due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  2. due to the failure of power, equipment, systems or services not provided by the Company;
  3. due to circumstances or causes beyond the control of the Company;
  4. during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
  5. during any period in which the Customer continues to use the service on an impaired basis;
  6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
  7. that was not reported to the Company within one (1) day of the date that service was affected.

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Bruceton Mills, WV 26525

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 26 Applications for Service

The Company will accept both affirmative orders and constructive orders for Customer access services. The Company does not require a written service order for the initiation of switched access services to Customers.

## 2.6.1 Service Orders

The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Customer at the request of the Customer or by the Customer accepting PIC requests by End-User Customers that request the Customer as their PIC.

## 2.6.2 Affirmative Service Order

A Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User Customers and then submitting BNA requests to the Company, or by allowing Company End-User Customers to choose the Customer as their PIC and once processed, allowing Company End-User Customers to utilize the Customer as their primary IXC.

## 2.6.3 Constructive Order

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

## 2.7 Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Customer, as well as to the full compliance by the Customer with all pertinent tariff requirements.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service

2.8.1 Customer Termination of Service

A. General

The Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

In deference to the unique nature of the relationship between the Company and the Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Customer, and not as a final position by the Customer. The Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

B. Term of Service

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A, 2.9.2.A, and 2.9.2.B, whichever is applicable.

Service will continue to be provided to the Customer until terminated by the Customer or the Company in accordance with this Section.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.1 Customer Termination of Service, (Cont'd.)

C Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Customer must fulfill certain obligations, including, but not limited to the following:

1. The Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer.
2. The Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B, and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:
  - (a) continued acceptance by the Customer of the Company's switched access traffic;
  - (b) entering into new negotiations with the Company;
  - (c) failure to specify the exact service to be cancelled;
  - (d) failure to block the Company's switched access traffic in accordance with the procedures set forth herein; or
  - (e) failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Customer's termination of service with the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.1 Customer Termination of Service, (Cont'd.)

C Access Service Termination Procedures, (Cont'd.)

3. The Customer must notify the Shared Customer of the Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company.
4. The Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate interstate interexchange provider.
5. The Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Customer as their interLATA PIC.
6. Any termination by the Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.1 Customer Termination of Service, (Cont'd.)

D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Customer's cancellation of the Company's access services; notifying the Shared Customers is the solely the responsibility of the Customer. The Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

1. the Customer must specifically state that, due to the Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Customer;
2. the Customer must specifically state that, due to the Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all interLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new interLATA PIC. The Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another carrier as a result of the Customer's blocking of the Shared Customer's traffic;
3. the Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Customer, including breach of contract and liquidated damage provisions;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.1 Customer Termination of Service, (Cont'd.)

D. Notice to Shared Customers, (Cont'd.)

4. the Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible; and
5. the Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.2 Company Termination of Service

- A. The Company may terminate service for any of the following reasons, by giving the Customer at least thirty (30) business days' written notice via first class mail:
1. for non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Customer compliance;
  2. for the Customer's refusal to provide the Company with reasonable access to its equipment and property;
  3. for Customer non-compliance with state, local or other codes; or
  4. for nonpayment of bills when due and after the Company has provided the Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Customer for any of the forgoing reasons, the Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.D.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

28 Termination of Access Service, (Cont'd.)

2.8.2 Company Termination of Service, (Cont'd.)

- B. The Company may terminate (or suspend) service without notice for any of the following reasons:
1. in the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
  2. in the event of the Customer's illegal use of equipment or service provided by the Company; or
  3. in the event that any actions of the Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Customer shall be liable for all related costs as well as any reconnection charges.

- 2.8.3 The Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Customer or the Company) terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

29 Blocking of Access Traffic

When a Customer terminates its access arrangements with the Company, it is mandatory that the Customer ensure that all End-User traffic, both originating and terminating, between the Customer and the Company is blocked. The Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Customer elects to block the access traffic itself, the Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End-User traffic allowed to pass along the discontinued access service route.

Where a Customer terminates its access arrangements with the Company, and the End-User is a Shared Customer, the Customer also must adhere to the following requirements:

2.9.1 Script Recordings

The Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must state the following and there can be no deviation from or additions to this script:

"Your access to [Customer's] long distance services has been blocked by your long distance provider, [Customer], and not by your local service provider, Mountain Communications, LLC, d/b/a Procom. Because [Customer] has chosen to block your access to its long distance services, you may no longer dial 1+ to use [Customer's] long distance service. Instead, you must now either dial an access code to reach a long distance service provider of your choice to handle your long distance calls, or contact another long distance service provider of your choice to handle your long distance calling needs on a 1 + basis. For more information, please contact [Customer's] customer service representatives at [Customer's toll-free number]."

In the script recording, the Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Customer may not use the script recording to encourage the Shared Customer to terminate its service with the Company. The script recording may not be used by the Customer as an opportunity to market its services. In the event that it is determined that the Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

29 Blocking of Access Traffic, (Cont'd.)

2.9.2 Notification Requirements

A. Customer Blocking

Where the Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

1. Customer name and address(es);
2. Customer contact name(s) and telephone number(s);
3. a clear indication of each type of access service that Customer intends to cancel. In the event of that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Customer, the Company shall continue to provide the Access Service, and the Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued; and
4. a complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

29 Blocking of Access Traffic, (Cont'd.)

2.9.2 Notification Requirements, (Cont'd.)

B. Company Blocking

Where the Customer chooses to have the Company block access traffic to the Customer, the Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A, such notice must also include the following information:

1. all relevant Billing Name and Address ("BNA") information;
2. all relevant Automatic Number Identification ("ANI") information;
3. general call record detail; and
4. a statement unequivocally authorizing the Company to prohibit an End-User Customer from selecting the Customer as their Presubscribed Interexchange Carrier ("PIC"), and absolving both the Company and the End-User Customer from any relating liability to the Customer.

Additionally, the Customer must certify to the Company, in writing, that any such blocking is consistent with the Customer's tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Customer and the Shared Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Effect on Interstate Interexchange Carrier Presubscription

Where the Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its interstate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all interstate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11 Payment of Charges

2.11.1 The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

2.11.2 The Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Customer), the PIC change charge, if any, incurred by the Company as a result of the Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.11.3 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.11.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5 Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

2.12.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.12.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Federal Communications Commission. The address of the Commission is:

Federal Communications Commission  
445 12 th Street, S.W.  
Washington, D.C. 20554  
Toll-Free: (888) CALL FCC

2.13 Taxes and Fees

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

2.13.1 Federal Universal Service Fee

Telecommunications services provided by the Company are subject to a Federal Universal Service Fund (FUSF) surcharge. This amount will be listed as a separate line item on the Customer's bill. The FUSF surcharge will not be applied to services sold by the Company to a Customer for resale for which the Customer has on file with the Company a current Universal Service Fund Contributor Certification Form, which must be updated annually. This Certification Form must meet FCC requirements for exemption. The percentage at which the FUSF surcharge is assessed is subject to change to reflect the current FCC Universal Service Fund contribution factor.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 31 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Customer uses.
- 3.1.2 Customer traffic to the Company's end offices will be measured (i.e. recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e. recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based upon previously known values.
- 3.1.3 For originating calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating call usage ends when the originating FGD switch receives disconnect supervision from either the originating End-User's end office, indicating the originating End-User has disconnected, or the Customer's point of termination, whichever is first recognized by the switch.
- 3.1.4 For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End-User's end office, indicating that the terminating End-User has answered. For terminating calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End-User's end office, indicating the terminating End-User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- 3.1.5 For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.
- 3.1.6 The Company will not knowingly charge for incomplete calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Commencement Date

The date on which a Customer first sends or receives traffic from the Company's End-User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.3 Service Cancellation Date

The date on which a Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Customer, in writing, of its intention to terminate access service to the Customer. Such dates must confirm to the effective dates for cancellation of service or notification of the Customer's intention to block or have the Company's access traffic blocked, as set forth in Sections 2.9.2.A, 2.9.2.B, and 2.8.2.A.

In the event that the Company terminates service without notice for the reasons set forth in Section 2.8.2.B, the Service Cancellation Date shall be the date that the Company terminates service with the Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

34 Access Service Offering

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

3.4.1 Switched Access Service

Switched Access Service is available to Customers for their use in furnishing service to End-Users. This service allows for a communications path between a Customer's premises and an End-User Customer. Switched Access Service provides the ability to originate calls from an End-User Customer to a Customer's premises, and to terminate calls from a Customer's premises to an End-User Customer.

A. There are several rate categories which apply to Switched Access Service:

- Tandem Switched Access Originating
- Tandem Switched Access Terminating
- Local Switching – Originating or Terminating

The Company provides originating and terminating switched access service based on aggregate traffic volumes from the following cost categories:

1. Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination of facilities between the Customer designated premises (Point of Presence) and Company's access tandem, and between the Company's access tandem, and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

Switched Transport may incorporate a dedicated or common path between the Customer's Point of Presence and the Company's switch or a common transmission path from Exchange Carrier(s) switch(es) connected to the Company's switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility.

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Bruceton Mills, WV 26525

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

34 Access Service Offering, (Cont'd)

3.4.1 Switched Access Service, (Cont'd)

A. Switched Access Originating or Terminating, (Cont'd)

1. Switched Transport, (Cont'd.)

The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier's end office switch or its equivalent. Where access traffic is routed directly between a carrier Customer and an end user, the Company will also function as an end office provider rather than just an Access Tandem provider.

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

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Bruceton Mills, WV 26525

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

34 Access Service Offering, (Cont'd)

3.4.2 Local Switching - Originating or Termination

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

3.4.3 8XX Data Base Query

The 8XX Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

34 Access Service Offering, (Cont'd)

3.4.4 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

3.4.5 Blocking of Access Traffic Service

Blocking Service is available to Customers where the Customer chooses to have the Company block access traffic to the Company's End-User Customer.

3.4.6 Application of Access Charges to Toll VoIP-PSTN Traffic

- A. All Toll VoIP-PSTN traffic will be assessed switched access charges pursuant to Sections 2.4.8 and 4.1 of this tariff.
- B. The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will charge for functions performed by the Company or by its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company, or by its affiliated or unaffiliated provider of VoIP service, as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

35 End-User Common Line (EUCL)

A charge to recover costs associated with connecting to the interstate telecommunications service provider's network.

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Bruceton Mills, WV 26525

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

36 Additional Customer Service Offerings

3.6.1 Miscellaneous Services

A. Access Order Change

An Access Order Change is a change in the Customer's service requested subsequent to installation.

B. Return Check Charge

If payment for service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

C. Reconnection

Reconnection charges occur where access service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Customer will be charged a fee to defray the cost of restoring service to the Customer.

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SECTION 4 - RATES AND CHARGES

4.1 Access Service Offerings

4.1.1 Switched Transport

Rates apply per access minute of use.

MARYLAND

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Tandem Multiplexing	Tandem Common Trunk Port
Verizon and All Other Areas	\$0.00000000	\$0.00000200	\$0.00 157400	\$0.00000000	\$0.00 168800

OHIO

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Tandem Multiplexing	Tandem Common Trunk Port
AT&T	\$0.0001 0500	\$0.00001 400	\$0.001 12000	\$0.00001 800	\$0.00037100
Frontier	* \$0.00000000	\$0.00000200	\$0.00240000	\$0.00000000	\$0.00 154790
Other ILEC Areas	\$0.00041 200	\$0.00003500	\$0.0001 2400	\$0.00040500	\$0.00040500

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

41 Access Service Offerings, (Cont'd.)

4.1.1 Switched Transport, (Cont'd.)

PENNSYLVANIA

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Tandem Multiplexing	Tandem Common Trunk Port
Verizon	\$0.00000000	\$0.00000200	\$0.00 157400	\$0.00000000	\$0.00 168800
Other ILEC Areas	\$0.00044900	\$0.00002200	\$0.00 143800	\$0.00046900	\$0.00049000

WEST VIRGINIA

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Tandem Multiplexing	Tandem Common Trunk Port
Frontier	\$0.00000000	\$0.00000200	\$0.00 168400	\$0.00000000	\$0.00 158100
Other ILEC Areas	* \$0.00 100000	\$0.00005000	\$0.00005000	\$0.00005000	\$0.00 109690

\* This rate is applicable on a per termination basis, per minute.

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 41 Access Service Offerings, (Cont'd.)

## 4.1.2 Local Switching

State	Competing ILEC	Per Minute of Use
MD	Verizon and All Other Areas	\$0.00240600
OH	Frontier	\$0.00220770
OH	Other ILEC Areas	\$0.00364400
OH	AT&T	\$0.00311600
PA	Verizon	\$0.00240600
PA	Other ILEC Areas	\$0.00389200
WV	Frontier	\$0.00227300
WV	Other ILEC Areas	\$0.00260000

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

41 Access Service Offerings, (Cont'd.)

4.1.3 8XX Data Base Access Service Queries

<u>Per Query</u>	
Basic	\$0.0075
Vertical Feature	\$0.0080

4.1.4 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 4.2 End-User Common Line (EUCL)

Rates apply per access line, per month.

## MARYLAND

	Verizon and All Other Areas
Primary Residential Line	\$5.64
Each Add'l Residential Line	\$5.64
Single Line Business Line	\$5.64
Multi-Line Business Line	\$5.64
Centrex Line	\$5.64
ISDN BRI	\$5.64
ISDN PRI	\$28.20
End-User Port Charge	
ISDN BRI	\$1.52
ISDN PRI	\$23.43

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 4.2 End-User Common Line (EUCL), (Cont'd.)

## OHIO

	AT&T	Frontier	Other ILEC Areas
Primary Residential Line	\$5.42	\$6.50	\$5.30
Each Add'l Residential Line	\$5.42	\$7.00	\$5.30
Single Line Business Line	\$5.42	\$6.50	\$5.30
Multi-Line Business Line	\$5.42	\$8.19	\$5.95
Centrex Line	\$5.42	\$8.19	\$5.95
ISDN BRI	\$5.42	\$7.00	\$5.30
ISDN PRI	\$27.10	\$40.95	\$29.75
End-User Port Charge			
ISDN BRI	\$1.58	\$1.98	\$0.71
ISDN PRI	\$15.53	\$10.00	\$0.71

## PENNSYLVANIA

	Verizon	Other ILEC Areas
Primary Residential Line	\$5.82	\$4.30
Each Add'l Residential Line	\$5.82	\$4.30
Single Line Business Line	\$5.82	\$4.30
Multi-Line Business Line	\$5.82	\$6.91
Centrex Line	\$5.82	\$6.91
ISDN BRI	\$5.82	\$4.30
ISDN PRI	\$29.10	\$34.55
End-User Port Charge		
ISDN BRI	\$1.52	\$0.73
ISDN PRI	\$23.43	\$0.73

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 4.2 End-User Common Line (EUCL), (Cont'd.)

## WEST VIRGINIA

	Frontier and All	Frontier Rate	Frontier Rate
	Other Areas	Group # 1	Group # 2
Primary Residential Line	\$6.50	6.50	6.50
Each Add'l Residential Line	\$7.00	7.00	7.00
Single Line Business Line	\$6.50	6.50	6.50
Multi-Line Business Line	\$8.33	9.20	9.20
Centrex Line	\$8.33	9.20	9.20
ISDN BRI	\$7.00	7.00	7.00
ISDN PRI	\$41.65	46.00	46.00
End-User Port Charge			
ISDN BRI	\$2.40	6.91	7.86
ISDN PRI	\$15.82	59.21	N/A

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

51	Access Order Change Charge	
	Per change:	\$25.00
52	Reconnection Charge	
	Per reconnection:	\$25.00
53	Return Check Charge	
	Per returned check:	\$25.00

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