

FILE

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December 17, 2007

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

Re: 07-1131 - In the Matter of the Application of Clear Rate Communications, Inc. to
Receive CLEC certification to Provide Non-Switched Local Telecommunications
Services Within the State of Ohio

Dear Sir or Madam:

Enclosed for filing in the captioned proceeding please find the original and four
(4) copies of the local tariff, access tariff and revised exhibits to Clear Rate's Application.

Please date-stamp the extra copy of this letter and return it to our office in the
enclosed postage-prepaid envelope. Thank you for your attention to this filing. Should
you have any questions, please contact me at (312) 803-1000, ext. 32.

Sincerely,



Kevin D. Rhoda

KDR/ac
enclosures

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business
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Exhibit C

Brief description of service(s) proposed

The nature of service to be provided is Local calling service, Local Toll Calling, Long Distance, Calling Card, Dedicated Long Distance, Toll Free, and such further services that may become available upon proper notice and approval by the Commission.

Clear Rate Exhibit V (Disconnect Notice)

dd/mm/yyyy

«Name»

«Address_1»

«Address_2»

«Address_3»

Local Service Past Due: #####

Toll Services Past Due: #####

Non-Regulated Charges Past Due: #####

Account No: «Account»

Past Due Amount: «Past_Due_Balance_»

Dear Customer:

Your local service is scheduled for disconnection due to **NON-PAYMENT**. According to our records, your telephone invoice has not been paid and your account is past due. Please contact our customer service department, or arrange for payment immediately. Failure to take action by paying the "Local Service Past Due" will result in disconnection of your local telephone service on or after «Suspend_Date». There will be no additional notices before further action is taken. Your local service will not be disconnected for non-payment of any charges for long distance (toll) or unregulated telecommunications services that may be included in the "Past Due Amount" shown above. However, if the "Toll Services Past Due" amount or the "Nonregulated Charges Past Due" amount is not received in our office no later than Month/Day/Year, then the related portion of your service will be disconnected.

If there is a dispute regarding service or charges you must contact our office to advise Clear Rate Communications of the dispute. If you have a complaint in regard to this disconnection notice that can not be resolved after you have called Clear Rate, or for general information, residential and business customers may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov. Additionally, residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org. You are still responsible for any amounts that are not in dispute and must pay for those services. You have the right to file a formal complaint with the PUCO if your dispute cannot be resolved with Clear Rate Communications.

You may call in a credit card payment using Discover, American Express, MasterCard or Visa, or you may make a payment via any authorized MoneyGram agent such as Wal-Mart. You must provide them with your account number and the code **3610**. If mailing a check, please ensure the check is received prior to the disconnection date so we can prevent any disruption in your local telephone service. If payment cannot be made please contact us to discuss your account and make alternative payment arrangements. If we do not receive payment or contact from you within the time allotted your account will be turned over to collections. In addition, upon reactivation you will be subject to a \$59 reconnect fee. If payment has already been made, thank you and please disregard this notice. **Again, Failure to take action will result in disconnection of your local telephone service!**

Sincerely,

Clear Rate Customer Service (+1 (877) 877-4799)

Please contact us directly or tear off and return with payment

Send Payment To:

Clear Rate Communications

PO Box 27308

Lansing, MI 48909-7308

Account No: «Account»

Past Due Amount: «Past_Due_Balance_»

Payment Enclosed:

| |
|--|
| |
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TITLE SHEET

TELECOMMUNICATIONS SERVICES

This tariff applies to the Telecommunications Services furnished by Clear Rate Communications, Inc. ("Clear Rate") between one or more points in the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission and copies may be inspected during normal business hours, at Clear Rate's principal place of business, 24700 Northwestern Hwy., Ste. 340, Southfield, Michigan 48075. Information concerning detariffed services offered by Clear Rate can be obtained at www.clearrate.com/longdistance.html.

As Approved in Case No. 07-___-TP-ACE

Issued Date:

Effective Date:_____

By: Thane Namy, Clear Rate Communications, Inc.
24700 Northwestern Hwy., Suite 340, Southfield, MI 48075
(248) 556-4527

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this sheet.

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| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| 1 | original | 30 | original | 60 | original |
| 2 | original | 31 | original | 61 | original |
| 3 | original | 32 | original | 62 | original |
| 4 | original | 33 | original | 63 | original |
| 5 | original | 34 | original | 64 | original |
| 6 | original | 35 | original | 65 | original |
| 7 | original | 36 | original | 66 | original |
| 8 | original | 37 | original | | |
| 9 | original | 38 | original | | |
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| 14 | original | 43 | original | | |
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| 18 | original | 47 | original | | |
| 19 | original | 48 | original | | |
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| 28 | original | 57 | original | | |
| 29 | original | 58 | original | | |
| | | 59 | original | | |

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CONCURRING CARRIERS

None.

CONNECTING CARRIERS

None.

OTHER PARTICIPATING CARRIERS

None.

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TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2
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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)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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1.0 Explanation of Terms and Abbreviations

1.1 Definitions of Terms

Calls

Telephone messages completed by Members.

Central Office

A unit local exchange telephone company's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Member lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges

Monthly recurring and nonrecurring amounts billed to Members for services.

Commission

The Public Utilities Commission of Ohio.

Customer:

Any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Clear Rate.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Clear Rate or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the incumbent carrier.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Clear Rate for a series of partial payments to settle a delinquent account.

10XXX Access

A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.2 Explanation of Acronyms and Trade Names

BOC = Bell Operating Company
DA = Directory Assistance
FCC = Federal Communications Commission
LATA = Local Access Transport Area
NPA = Numbering Plan Area, more commonly known as Area Code
SNI = Standard Network Interface

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2.0 General Rules and Regulations

2.1 Undertaking of Clear Rate

2.1.1 General

Pursuant to this tariff, Clear Rate undertakes to provide within the service area in which Clear Rate has been approved for certification the regulated local exchange services described in Section 3.0.

The furnishing of service under this tariff is subject to the availability of all the necessary facilities.

2.1.2 Limitations

A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.

B. Clear Rate reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Clear Rate, when necessary because of lack of facilities, or due to some other cause beyond Clear Rate's control on a non-discriminatory basis.

C. The furnishing of service under the tariffs of Clear Rate is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Clear Rate's facilities as well as facilities the Clear Rate may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

D. Clear Rate reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

E. Clear Rate does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.

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2.0 General Rules and Regulations (cont'd)

2.1 Undertaking of Clear Rate (cont'd)

F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the

Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

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2.0 General Rules and Regulations (cont'd)

2.2 Use

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

Clear Rate's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Clear Rate that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Clear Rate receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Recording Devices

Clear Rate's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.4 Use of Service Mark

No Customer shall use any service mark or trademark of Clear Rate or refer to Clear Rate in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Clear Rate.

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2.0 General Rules and Regulations (cont'd)

2.3 Liability

Clear Rate's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, Clear Rate's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by Clear Rate, in addition to the limitations set forth preceding, also are subject to the following limitations: Clear Rate shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of Clear Rate caused by customer provided equipment (except where a contributing cause is the malfunctioning of a Clear Rate-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Clear Rate billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) Clear Rate also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, and in accordance with O.A.C. 4901:1-5, Clear Rate shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Clear Rate shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

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2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

No agent or employee of any other carrier shall be deemed to be an agent or employee of Clear Rate. Clear Rate's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. Clear Rate shall not be liable for damages arising out of the use of Clear Rate's services for the transmission of anything other than voice grade service.

Clear Rate will provide a customer's correct name and telephone number to a calling party either upon request to or interception by Clear Rate in the event there is an error or omission in the customer's directory listing. Clear Rate's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. In the event Clear Rate omits a subscriber's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies. Clear Rate shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, Clear Rate will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

Subscriber bill adjustments will be handled in accordance with 4901:1-5 of the MTSS.

2.4 Equipment

2.4.1 Inspection, Testing, and Adjustment

Clear Rate may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment.

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Clear Rate's services must not interfere with, or impair, any of the services offered by Clear Rate. Additionally, connected Customer premises equipment must not endanger the safety of Clear Rate employees or the public, damage or interfere with the proper functioning of Clear Rate's equipment, or otherwise injure the public in its use of Clear Rate's service

2.4.3 Maintenance and Repair

A. Customer Liability

The Customer shall be responsible for damages to Clear Rate's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Clear Rate's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Clear Rate's facilities except upon written consent of Clear Rate.

B. Leased or Owned Facilities

The Customer's obligation to Clear Rate is the same whether the facilities involved are Clear Rate's facilities or are facilities leased by Clear Rate from another party. If Clear Rate incurs expenses due to the Customer's actions that result in damage or impairment of Clear Rate's owned or leased facilities, Clear Rate will pass on to the Customer any and all expenses to repair Clear Rate's facilities or that the owner imposes on Clear Rate for leased facilities.

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2.0 General Rules and Regulations (cont'd)

2.5 Application for Service

2.5.1 Information Required

When applying for service, each prospective Customer will be required to furnish Clear Rate with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness, as set forth in 4901:1-5 of the Ohio Administrative Code.

2.5.2 Initiation of Service

The Company will make 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 Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5 for delayed install, missed install or repair appointments and commitments.

Service shall be deemed to be initiated upon the service activation date. For multilocation customers, service shall be deemed to be initiated upon service activation at the first location

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2.0 General Rules and Regulations (cont'd)

2.6 Deposits

2.6.1 Deposit Requirements

The Company may require security deposits for Applicants for service or existing customers needing to establish creditworthiness in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5 of the PUCO's Minimum Telephone Service Standards. The deposit will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

Credit may be established by any means found in 4901:1-17 and 4901:1-5 of the Ohio Administrative Code.

2.6.2 Amount of Deposit

The deposit will not exceed an amount equal to two months of an average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Clear Rate's state average usage considering type and nature of service. In lieu of a deposit, a Customer may provide a third-party guarantor, as set forth in 4901:1-5 of the Ohio Administrative Code.

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2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.6.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal usage or nonpayment. Pursuant to 4901:1-17 and 4901:1-5, the total deposit shall not be more than twice the amount of an average monthly bill plus 30 percent. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified in Section 2.7.4

2.6.4 Handling of Deposits

Deposits shall be sent or delivered to: Clear Rate Communications, Inc., 24700 Northwestern Hwy., Suite 340, Southfield, MI 48075. Clear Rate will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.6.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Clear Rate's records.

2.6.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with Clear Rate's regulations for the prompt payment of bills.

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2.0 General Rules and Regulations (cont'd)

2.6 Deposits (cont'd)

2.6.7 Refund

Deposit refunds will be handled in accordance with the MTSS.

2.6.8 Interest

Interest on deposits will be handled in accordance with the MTSS.

2.7 Billing

2.7.1 Monthly Billing

Bills to Customers will be issued monthly unless Clear Rate is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges are billed in advance. Pursuant to 4901:1-05, the customer has the option to spread local exchange telephone service installation charges over a period of three months. Certain toll charges and NRCs are billed in arrears. If a Customer elects, Clear Rate may issue a billing statement to a Customer in an electronic format only. Clear Rate shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.7.2 Bill Contents

Subscriber bills will contain all of the Information required by 4901:1-5.

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2.0 General Rules and Regulations (cont'd)

2.8 Payment for Service

2.8.1 Late Payment Charge

Clear Rate may impose a one-time late payment charge not to exceed 1.5% on any bill not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff. Clear Rate will also charge a check service charge if a check tendered for payment is returned to Clear Rate as non-sufficient funds (NSF) or is not in acceptable form.

A late payment charge may be imposed by Clear Rate. A check service charge will be assessed for any reason a check tendered to Clear Rate by a Customer as payment for a tariffed service is returned to Clear Rate or is not in an acceptable form. The check charge will be thirty dollars (\$30.00) per check. Examples of the application of the check charge include, but are not limited to, the following:

- a. Insufficient funds.
- b. Improper or lack of endorsement.
- c. A check issued in such a manner as to be unprocessable or places unreasonable burdens on Clear Rate.
- d. Conflict in the amount shown numerically and the amount written alphabetically on the check.
- e. Qualified endorsement not acceptable to Clear Rate.
- f. The Customer places a stop payment on the check.
- g. Any other reason which would cause Clear Rate to return the check.

2.8.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the

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2.0 General Rules and Regulations (cont'd)

2.8 Payment for Service (cont'd)

2.8.2 Late Payment Charge (cont'd)

undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services.

2.8.3 Service Connection Assistance Program

A. General

Service Connection Assistance (SCA) is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements under Section 2.7 of this tariff.
- Full or partial waiver up to \$60 of applicable service connection charges for establishing or reestablishing local exchange service as described in Section 4.1.1.2 of this tariff (Service Connection Assistance does not apply to network wiring charges).

B. Regulations

1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- c. Food Stamps;
- d. Federal Public Housing or Section 8 Assistance; or
- e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

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2.0 General Rules and Regulations (cont'd)

2.8 Payment for Service (cont'd)

2.8.3 Service Connection Assistance Program (cont'd)

2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.3.1. above; identifying the specific program or programs from which the customer receives benefits.
3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
4. Service Connection Assistance is available for all grades of service.
5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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2.0 General Rules and Regulations (cont'd)

2.8 Payment for Service (cont'd)

2.8.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.8.5 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Clear Rate may be charged to Customers receiving Clear Rate's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills. Local Number Portability ("LNP"), Presubscribed Interexchange Carrier Charge ("PICC"), Universal Service Fund ("USF"), Telecommunications Relay Service ("TRS"), TTY/TDD surcharges will also be charged where applicable.

2.9 Disputes and Complaints

2.9.1 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

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2.0 General Rules and Regulations (cont'd)

2.9 Disputes and Complaints (cont'd)

2.9.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Clear Rate by telephone, in person, or in writing at Clear Rate's office located at 24700 Northwestern Hwy., Suite 340, Southfield, MI 48075. Customers can reach Clear Rate's customer service department by dialing toll-free: 877-877-4799. For emergencies or after-hour support, customers can call 866-366-4665. Clear Rate's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Clear Rate will be investigated promptly and thoroughly. Clear Rate will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Clear Rate to review and analyze its procedures and actions for at least thirty (30) days. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215
1-800-686-7826 (Voice)
1-800-686-1570 (TDD)

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2.0 General Rules and Regulations (cont'd)

2.9 Disputes and Complaints (cont'd)

2.9.3 Bill Insert or Notice

Clear Rate shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Clear Rate representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement:

"If your complaint is not resolved after you have called (name of utility), or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

The Ohio Consumers' Counsel (OCC), represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org."

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2.10 Service Refusal, Disconnection, and Suspension

In no event shall service be disconnected after 12:30 on the day preceding or day on which Clear Rate's local business office or local authorized agent is closed.

2.10.1 Notice of Pending Disconnection

Prior to the disconnection of service, Clear Rate shall provide a written notice to the Customer setting forth the reason for disconnection and the final day of disconnection by which the account is to be settled or specific action taken. The notice shall be postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill. . The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify 877-877-4799 as a toll-free number at which a Clear Rate representative can be reached to provide additional information about the disconnection.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5 of the Commission's Minimum Telephone Service Standards.

2.10.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

A. Without notice if a condition on the Customer's premises is determined by Clear Rate to be hazardous.

B. Without notice if the Customer uses the service in such a manner as to adversely affect Clear Rate's equipment or Clear Rate's service to others.

C. Without notice if equipment furnished, leased, or owned by Clear Rate is subject to tampering.

D. With notice (or an attempt to notify through any reasonable means) if there is unauthorized fraudulent use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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2.0 General Rules and Regulations (cont'd)

2.10 Service Refusal, Disconnection, and Suspension (cont'd)

2.10.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)

E. With prior written notice if there are reasonable grounds to believe there is a violation of or noncompliance with Clear Rate's regulations on file with the Commission, municipal ordinances, or law.

F. With prior written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Clear Rate's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.

G. With prior written notice if the Customer fails to permit Clear Rate reasonable access to its equipment.

H. With prior written notice if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Clear Rate personnel.

2.10.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 2.10.4, service may be refused, disconnected, or suspended for nonpayment of a bill if Clear Rate has made a reasonable attempt to effect collection and:

A. Clear Rate has provided the Customer with seven (7) days' prior written notice with respect to an unpaid bill or twelve (12) days' written notice with respect to an unpaid new deposit. In no event will disconnection for nonpayment occur earlier than 14 days after the due date.

C. In the event of a dispute concerning the bill, Clear Rate will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Efforts to resolve the complaint using the complaint procedures in Section 2.9.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

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2.0 General Rules and Regulations (cont'd)

2.10 Service Refusal, Disconnection, and Suspension (cont'd)

2.10.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that Clear Rate remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- E. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

2.10.5 Medical Emergency

Notwithstanding any other provision of this tariff, Clear Rate will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Clear Rate within five (5) days.

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2.0 General Rules and Regulations (cont'd)

2.11 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Clear Rate to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.11.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.12 Information Service Access Blocking

Where facilities are available, Clear Rate shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Clear Rate will comply with all applicable rules of the Commission concerning such blocking.

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2.0 General Rules and Regulations (cont'd)

2.13 Special Construction and Special Arrangements

Subject to the agreement of Clear Rate and to all of the regulations contained in the tariffs of Clear Rate, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirements for the facilities so constructed;
- B. of a type other than that which Clear Rate would normally utilize in the furnishing of its services;
- C. over a route other than that which Clear Rate would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which Clear Rate would normally construct;
- E. 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.

2.13.1 Basis for Charges

Where Clear Rate furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in Clear Rate's tariffs, charges will be based on the costs incurred by Clear Rate and may include: (1) non-recurring type charges; (2) recurring type charges; ; or (3) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2.0 General Rules and Regulations (cont'd)

2.13 Special Construction and Special Arrangements (cont'd)

2.13.2 Basis for Cost Computation

The costs referred to in 2.13.1 preceding may include one or more of the following items to the extent they are applicable:

A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation,
4. rights of way, and
5. any other item chargeable to the capital account;

B. Annual charges including the following:

1. cost of maintenance,
2. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage,
3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
4. any other identifiable costs related to the facilities provided, and
5. an amount for return and contingencies.

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3.0 Description of Services Offered

3.1 Local Service

3.1.1 Nature of Service

Local Service is a service that allows customers to originate non-toll local calls at locations within the service areas in which Clear Rate has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of non-toll local calls (including services which may not be subject to regulation under this tariff) which are purchased as part of a bundled package.

3.1.2 Availability

Clear Rate offers local service in the areas in which it has been certified by the Ohio Public Utilities Commission and in which Clear Rate has available required network facilities or is able to lease required network facilities to enable the offering of service. Some features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Clear Rate will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

3.1.3 Local Service Packages

The standard elements of local line packages consist of local dial tone and unlimited local calling unless otherwise noted in a Service specific description.

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3.0 Description of Services Offered (cont'd)

3.2 Types of Services Offered

Clear Rate provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale or UNE-P platform of services provided by other telephone companies.

The services offered are:

Local Exchange Service, consisting of:

- Residential Basic Line Service, with choice of calling plans

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3.0 Description of Services Offered (cont'd)

3.3 Basic Local Exchange Service

3.3.1 Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone company's caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

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3.0 Description of Services Offered (cont'd)

3.3 Basic Local Exchange Service (cont.)

3.3.2 Residential Basic Line Service

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth in this Section 3.3, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

Basic line rates may be charged on any of the following optional rate plans. See Section 4 for rates.

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3.0 Description of Services Offered (cont'd)

3.3 Basic Local Exchange Service (cont.)

A. Unlimited Local Calling Plan

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area within the contiguous 48 states without additional charge beyond the monthly rate per access line. Directory Assistance calls are not included with this plan. Usage under any optional plans cannot be aggregated with this plan.

B. Unlimited Calling Plan

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charges beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

3.4 Directory Assistance Service

The Company furnishes Directory Assistance Service (DA) for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Ohio requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons. For all calls to local directory assistance beyond the monthly allowance of one call per month the charge per call after allowance is \$1.99.

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3.0 Description of Services Offered (cont'd)

3.5 IntraLATA Presubscription

3.5.1 General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA 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. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

3.5.2 Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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3.0 Description of Services Offered (cont'd)

3.5 IntraLATA Presubscription (Cont'd)

3.5.3 Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 4 following.

3.5.4 Customer Notices

The Company will notify subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

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3.0 Description of Services Offered (cont.)

3.6 Local Service

3.6.1 Description of Features Included In Certain Local Service Packages.

Some features included in certain Local Service Packages may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Clear Rate will provide the most feature rich version of a feature in the bundled Local Service package that is available in a given market depending on network availability or configuration.

Anonymous Call Rejection

Allows customer to automatically reject all calls that have been marked anonymous by the calling party. The call is routed to a denial announcement and subsequently terminated.

Blocking Services

Blocking Services prevent certain call types from being completed. Blocking service examples include blocking outgoing 10XXX1+ or 900 or 976 calls.

Call Forwarding Busy/Don't Answer/Variable

Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use; "call forwarding don't answer" will forward the call after a predetermined number of rings; "call forwarding variable" will forward the call regardless of the status of the called station. For Business customers, Call Forwarding Busy/Don't Answer options are only available as optional services to a location at which the customer also currently purchases Voice Mail from Clear Rate.

Call Screening

Allows customer to block incoming calls from up to a maximum of fifteen telephone numbers.

Call Trace

Permits the tracing of the last call received and holds the results for later use by an authorized law enforcement agency. Results of call trace will be provided only to appropriate law enforcement personnel, and not to the customer.

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3.0 Description of Services Offered (cont'd)

3.6 Local Service (cont'd)

3.6.1 Description of Features Included In Certain Local Service Packages (cont'd)

Call Transfer

The ability to forward a call in progress to another station.

Call Transfer Disconnect

Call Transfer Disconnect is the ability to transfer of calls to another line, disconnecting that call so that it frees up the original line.

Call Waiting

Call waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.

Call Waiting ID

Call waiting ID is the ability to identify the party calling when on another call.

Caller ID Blocking

Provides a permanent indicator on a customer's line. Once the block is established on the customer's line, the private status can be deactivated by the customer by dialing a series of numbers before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting per line blocking will pay a nonrecurring charge for re-establishing line blocking.

The standard dialing pattern for per-call Called ID Blocking is *67 (1167 from a rotary telephone). The standard dialing pattern for a per-call unblocking is *82 (1182 from a rotary telephone).

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3.0 Description of Services Offered (cont.)

3.6 Local Service (cont'd)

3.6.1 Description of Features Included In Certain Local Service Packages (cont'd)

Caller Identification

Allows for the automatic delivery of a calling party's name, telephone number (including non-published and non-listed telephone numbers) or both to the called customer. The number is displayed on customer provided equipment. Clear Rate will provide the most feature rich version of caller identification in the bundled Local Service package available in a given market depending on network availability or configuration.

Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Hunting

Hunting is the ability to forward an incoming call to the next number in a hunting group if the called number is busy.

Circular Hunt is an option of Hunting service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached. The rates and charges for Circular Hunt are in addition to the rates and charges for Hunting Service.

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3.0 Description of Services Offered (cont.)

3.6 Local Service (cont'd)

3.6.1 Description of Features Included In Certain Local Service Packages (cont'd)

No Solicitation

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitor's "do-not-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily. A caller may press one, or stay on the line to complete the call connection.

Priority Call

Provides the end user with a distinctive ring when called from pre-selected telephone numbers. Calls other than from the selected numbers are received with a standard ring pattern. Toll Free, International and 900 numbers are not programmable with Priority Call.

Remote Access to Call Forward

This feature allows a user at a "remote" location to activate/deactivate the call forwarding feature. The user gains remote access to the call forwarding feature from a touch tone phone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows customers to verify the forwarded-to directory number. Changes are accomplished by remotely calling an access number, entering the appropriate line and PIN information when prompted to do so, and making any desired changes.

Speed Calling

Permits placing calls to 8 or 30 telephone numbers dialing an abbreviated code.

Three-Way Calling

The ability to add a third line to an established conversation.

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3.0 Description of Services Offered (cont.)

3.6 Local Service (cont'd)

3.6.1 Description of Features Included In Certain Local Service Packages (cont'd)

Toll Restriction

Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls. Attempted violation of the restrictions are routed to an announcement.

3.6.2 Intercept Services/Referral Recording

Intercept Services provide new number or explanatory information to callers dialing changed or disconnected numbers. The services include messages delivered either mechanically or by operator. Intercept services apply to temporary and permanently disconnected numbers. Basic Intercept and Referral Recording services are for periods up to 3 months for residential customers.

Basic Intercept Service includes all intercept recordings that do not provide the new number information. New Number Referral Service includes all intercept recordings that provide the new number information.

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3.0 Description of Services Offered (cont'd)

3.6 Local Service (cont'd)

3.6.3 Directories

3.6.3.A. Listing Service

One listing, the Primary Listing, is provided without charge for each customer location. Where two or more exchange lines are served on a hunting service basis, only one Primary Listing for the group will be provided.

3.6.3.B. Directory Distribution

One local exchange directory will be provided to a customer for each customer location at the time directories are distributed by the incumbent local exchange carrier.

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3.0 Description of Services Offered (cont'd)

3.7 Directory Assistance

3.7.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

3.7.2 Availability

DA is available to all Customers.

3.7.3 Maximum Number of Requests Per Call

Two (2) requests for a telephone number will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

3.7.4 Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

3.7.5 Persons and Locations Exempt from All DA Charges

Any Customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide Clear Rate with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to Clear Rate.

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3.0 Description of Services Offered (cont'd)

3.8 Traditional Operator Services

3.8.1 General

A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

(i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;

(ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;

(iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

(iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;

(v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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3.0 Description of Services Offered (cont'd)

3.9 Promotional Offerings

Clear Rate may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a nondiscriminatory basis to eligible Customers.

3.10 Individual Case Basis (ICB) and Term and Volume Discounts

Clear Rate may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Clear Rate shall not exceed the prices for similar services contained in this tariff. In addition, a Customer signing a term service agreement to purchase certain term discount eligible services from Clear Rate are eligible for a Term and Volume Discount. The Term and Volume Discount percentage may change from month to month if the Customer's monthly volume of charges for certain eligible services increases or decreases. Only eligible services purchased under a single service agreement count towards the applicable Term and Volume Discount. Discounts do not apply to any non-recurring charges, federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911/E911), telecommunications relay service for the hearing impaired; payphone surcharges; and other similar surcharges for required programs.

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3.0 Description of Services Offered (cont'd)

3.11 Private Switch Automatic Location Identification (PS/ALI)

This service is offered subject to the availability of appropriate facilities. It enables the customer to interface with the E911 database to provide address and location information for the stations that operate behind their switch. This information includes the PBX customers' names, addresses, and other location information which are associated with specific PBX station telephone numbers. The PS/ALI customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator who has been required or who desires to provide PBX station specific location information to the E911 system. The PS/ALI customer must be authorized by the 911 jurisdiction to subscribe to PS/ALI service, and obtaining such authorization is the responsibility of the customer.

This service is offered as either Standard or Advanced. For Standard PS/ ALI, information is loaded and managed via Clear Rate's existing interface to the database provider. For Advanced PS/ALI, the customer manages 911 information via a direct PC interface to the database provider.

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4.0 Description of Services and Prices4.1 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service and when a Customer requests subsequent facility, software or account changes.

4.1.1 New Order Charges4.1.1.1 Establish Charge

| | <u>Residence</u> | <u>Foreign District and Foreign Exchange Service</u> |
|---------------------|------------------|--|
| Installation Fee | \$59.00 | \$199.00 |
| Add or Change | \$9.95 | \$9.95 |
| Record Work only | \$9.95 | \$9.95 |

4.1.1.2. Line Connection Charge

| | <u>Residence</u> | <u>Foreign District and Foreign Exchange Service</u> |
|-----------|--------------------------------------|--|
| Establish | See fee schedule above or add/change | |

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4.0 Services and Prices (cont'd)

4.2 Exchange Access

Basic Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public-switched telecommunications network. An Exchange Access Service allows a user to:

- a. receive calls from other stations on the public-switched telecommunications network; and
- b. access other services offered by the Company as set forth in this tariff; and
- c. access certain interstate and international calling services provided by the Company; and
- d. access (at no additional charge) the operators contracted for by the Company; and
- e. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- f. access services provided by other common carriers which interconnect with the Company pursuant to tariff, agreement or some other Company-approved manner.

Basic exchange access service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's designated carrier's central office.

Basic exchange access service customers are entitled to a voice-grade communications channel. Provision of this service does not guarantee a Customer access to any other facility requirement, including a communications path capable of supporting data transmissions.

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4.0 Services and Prices (cont'd)

4.3 Usage Service

Customers subscribing to the Company's exchange access service may utilize local usage services to place calls to and receive calls from parties located in the Company's local usage service area.

4.3.1 Residence Local Unlimited consists of a fixed monthly rate for all Local calls.

4.4 CUSTOM CALLING FEATURES

CALL WAITING - Provides a signal when a second call is coming in on a busy line.

Monthly Price
Residence

\$7.50

CALL FORWARDING VARIABLE - Permits the Carrier's customer to automatically transfer all incoming calls to another dialable telephone number.

Monthly Price
Residence

\$7.50

THREWAY CALLING - Adds a third party to an established connection without operator assistance.

Monthly Price
Residence
\$7.50

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4.0 Services and Prices (cont'd)

4.4 CUSTOM CALLING FEATURES (cont'd)

Advanced Custom Calling Features

AUTOMATIC CALLBACK - Automatically returns the last incoming call whether or not it was answered.

Monthly Price
Residence

\$7.50

REPEAT DIALING - The telephone number associated with the last outgoing call placed by the customer (calling party) may be automatically redialed.

Monthly Price
Residence

\$7.50

CALL SCREENING - Carrier's customer can designate 10 numbers from which incoming calls will be connected to a prerecorded announcement that calls are not being taken now.

Monthly Price
Residence

\$7.50

CALLER ID - For each customer line on which Carrier resells Caller ID, displays incoming number on a Customer provided display device attached to line or telephone or answering machine with a built in screen.

Monthly Price
Residence

\$11.95

CALLER ID WITH NAME - For each customer line on which Carrier resells Caller ID with Name, must subscribe to Caller ID. Displays the listed name associated with the number on the Customer provided device.

Monthly Price
Residence

\$11.95

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4.0 Services and Prices (cont'd)**4.4 CUSTOM CALLING FEATURES (cont'd)**

The following services may be billed on a per use basis:

| | <u>Residence Per Use</u> |
|--|------------------------------|
| Automatic Callback, per Carrier's customer's use | \$1.99 |
| Repeat Dialing, per Carrier's customer's use | \$1.99 |
| Call Trace (Customer will be charged for each activation of the service. Automatically traces the number for the last call received by the customer. Per activation, by customer) | \$20.00 |

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4.0 Services and Prices (cont'd)

4.4 CUSTOM CALLING FEATURES (cont'd)

BUSY LINE TRANSFER - Automatically forwards the incoming call to a predetermined, dialable number served by the same CO switch.

Monthly Price per line

Residence

\$5.00

ALTERNATE ANSWERING - If the number called does not answer, after 3 to 4 rings the call is automatically forwarded to a predetermined number.

Monthly Price per line

Residence

\$5.00

CUSTOMER CONTROL OPTION - Allows the Carrier's customer to activate/deactivate the Busy Line Transfer and Alternate Answering Features.

Monthly Price per line

Residence

| | |
|---------------------|----------|
| Busy Line Transfer | Included |
| Alternate Answering | Included |

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4.0 Services and Prices (cont'd)

4.4 CUSTOM CALLING FEATURES (cont'd)

MULTI RING SERVICE - Carrier's Customer has up to 3 telephone numbers associated with 1 line without adding a 2nd or 3rd line. (Distinctive ringing and distinctive call). Distinctive call waiting tone for each will be provided when Carrier subscribes to it for resale on customer line. (Entitled to 1 Directory Listing)

Monthly Price per line

Residence

| | |
|----------|--------|
| 1st Line | \$7.95 |
| 2nd Line | \$7.95 |

REMOTE CALL FORWARDING - Remote Call Forwarding (CO Based): Provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is defined by Carrier for its customer. The dialed number can be either a 7 or 10 digit number (POTS) and can be changed via a service order. No physical telephone is required at the Carrier's customer's dialed number. (Business Service Ordering and Line Connection Charges apply).

Monthly Price per line

Residence

\$19.99

- per additional feature necessary
for each additional call to be
forwarded simultaneously \$5.00

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4.0 Services and Prices (cont'd)

4.5 PLANS

AT&T Exchanges

Residential Plans

Residential Regional Unlimited (RRU)

Monthly Charge: \$*

Includes:

- Unlimited Voice Local Calling
- 3 Calling Features
- Most Additional Features only \$5.00

Residential National Unlimited (RNU)

Monthly Charge: \$*

Includes:

- Unlimited Voice Local Calling
- 5 calling features
- Most Additional Features only \$5.00

* These packages can only be purchased in conjunction with detariffed services. Please visit www.clearrate.com for further details.

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4.0 Services and Prices (cont'd)

4.5 Plans (cont'd)

Verizon Exchanges
Residential Plans

Residential Standard Package
Includes:

Monthly Charge: \$*

- Unlimited Voice Local Calling
- 3 Calling Features
- Most Additional Features only \$5.00

Complete Plus
Includes:

Monthly Charge: \$*

- Unlimited Voice Local Calling
- 6 calling features
- Most Additional Features only \$5.00

* These packages can only be purchased in conjunction with detariffed services. Please visit www.clearrate.com for further details.

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4.0 Services and Prices (cont'd)

4.6 TRADITIONAL OPERATOR SERVICES

Operator Surcharges

| <u>Description</u> | <u>Charge</u> |
|--|---------------|
| 1. Automated Calling Card Station-to-Station | \$0.95 |
| 2. Customer Dialed – Operator Assisted – Calling Card Station-to-Station | 1.95 |
| 3. Operator Handled – Station-to-Station | 1.75 |
| 4. Operator Handled – Person-to-Person | 2.75 |
| 5. Operator Handled – Third Number Billed | 2.25 |

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5.0 Serving Areas

5.1 Clear Rate offers service in the Ohio exchanges and local calling areas in their entirety of AT&T Ohio and Verizon.

5.2 Service Area Maps

Clear Rate offers service in the footprints of AT&T Ohio and Verizon, as noted in the following service area maps:

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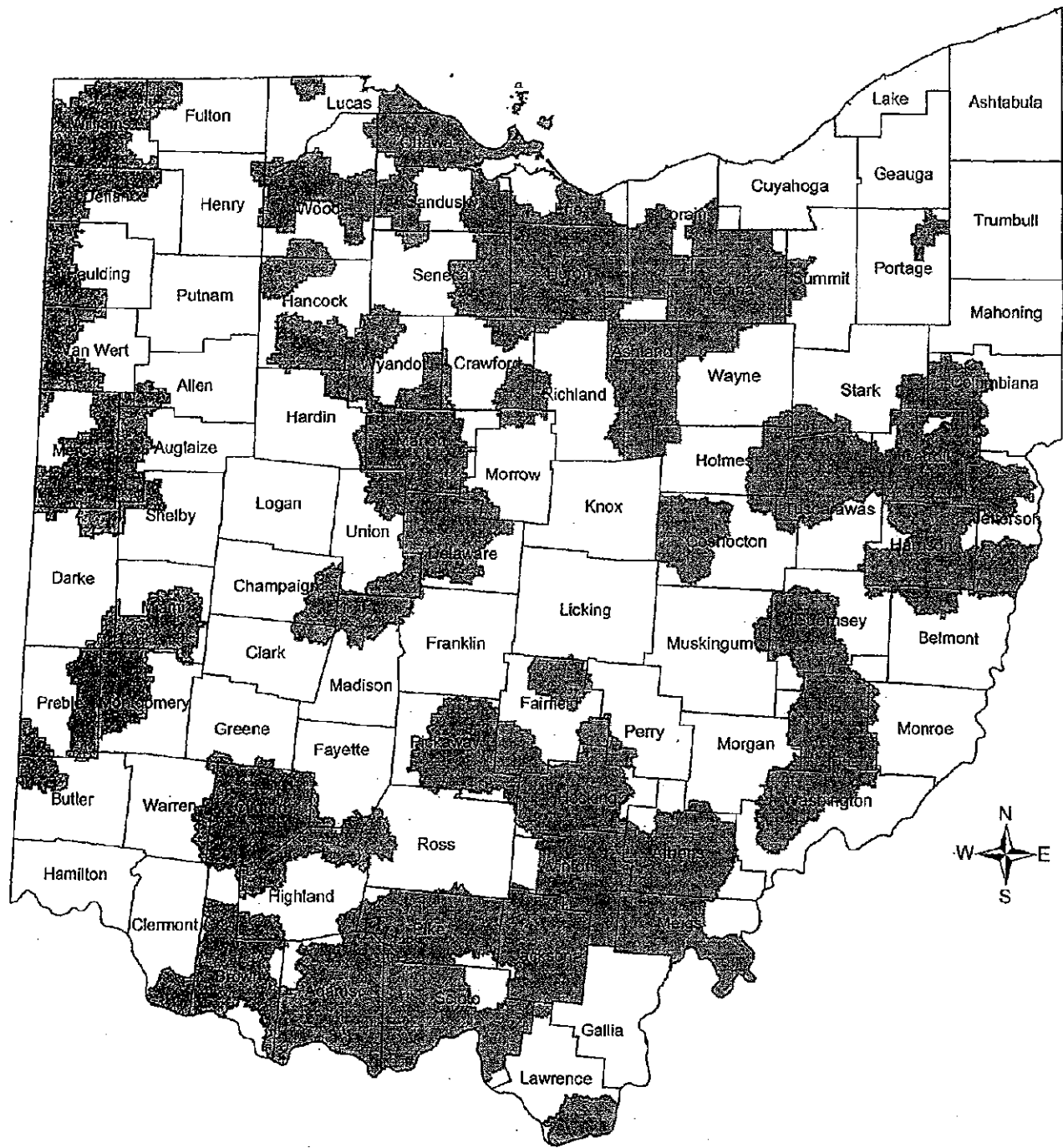
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Service Territory of AT&T Ohio



Verizon

(formerly GTE)



0 10 20 40 Miles

CLEAR RATE COMMUNICATIONS, INC.
REGULATIONS, DESCRIPTIONS AND RATES
APPLICABLE TO FURNISHING INTRASTATE ACCESS SERVICES
FOR CONNECTION TO INTRASTATE COMMUNICATIONS
FACILITIES WITHIN THE OPERATING TERRITORY OF
CLEAR RATE COMMUNICATIONS, INC. IN THE STATE OF OHIO

Issued:

Effective:

Issued By:

Thane Namy
Clear Rate Communications, Inc.
24700 Northwestern Hwy
Southfield, MI 48075
(248) 556-4500

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| Title | Original | 29 | Original | 57 | Original |
| 1 | Original | 30 | Original | 58 | Original |
| 2 | Original | 31 | Original | 59 | Original |
| 3 | Original | 32 | Original | 60 | Original |
| 4 | Original | 33 | Original | 61 | Original |
| 5 | Original | 34 | Original | 62 | Original |
| 6 | Original | 35 | Original | 63 | Original |
| 7 | Original | 36 | Original | 64 | Original |
| 8 | Original | 37 | Original | 65 | Original |
| 9 | Original | 38 | Original | 66 | Original |
| 10 | Original | 39 | Original | 67 | Original |
| 11 | Original | 40 | Original | | |
| 12 | Original | 41 | Original | | |
| 13 | Original | 42 | Original | | |
| 14 | Original | 43 | Original | | |
| 15 | Original | 44 | Original | | |
| 16 | Original | 45 | Original | | |
| 17 | Original | 46 | Original | | |
| 18 | Original | 47 | Original | | |
| 19 | Original | 48 | Original | | |
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APPLICATION

This tariff applies to intrastate access service in Ohio supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Clear Rate Communications, Inc.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications in Ohio.

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS. AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

The terms "Carrier" or "Common Carrier" denote any individual, partnership, association, joint-stock company, trust, governmental entity or corporation certificated in the State of Ohio and engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or Clear Rate Communications, Inc.

Clear Rate Communications, Inc., the issuer of this tariff, and its concurring subsidiaries.

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SECTION 1 – DEFINITIONS, Continued

Customer

The person, firm or corporation that directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a telephone number assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

End Office

With respect to each telephone number assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that telephone number's NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

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SECTION 1 – DEFINITIONS, Continued

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the State of Ohio.

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; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Recurring Charge

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

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service, which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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SECTION 1 – DEFINITIONS, Continued

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. 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.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem, which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP)

The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

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SECTION 1 – DEFINITIONS, Continued

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a packet switch, which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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SECTION 2- REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may 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 may be reasonably requested by the Company.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- C) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: 1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or 2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited 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.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action 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 persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, 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 persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J) Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated 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.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its 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 for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer (cont'd)****2.3.3 Jurisdictional Report Requirements**

- A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected Percentage for Interstate Use ("PIU") factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A) (cont'd)**

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected interstate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)**

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate 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 and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)**

- F) The Customer reported projected interstate percentage of use as set forth in Section 2. 3. 3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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SECTION 2- REGULATIONS, Continued

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2- REGULATIONS, Continued

2.5. Customer Deposits and Advance Payments

2.5.1 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month.

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SECTION 2- REGULATIONS, Continued

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits (cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any documented costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later restored, service will be subject to the applicable restoration charge listed in Section 4.2.2.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action: The Customer may request and the Company will provide an in-depth review of the disputed amount.

Unresolved disputes may be brought before the Commission. If you are not able to reach an agreement with the Company through the PUCO informal complaint process, you have the right to file a formal complaint. You can get a formal complaint form from the PUCO by telephone, by writing to the PUCO at 180 E. Broad St., Columbus, Ohio 43215, or by accessing the PUCO's web page, www.puco.ohio.gov.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours 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 24 hours 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, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause (cont'd)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), 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, may declare 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 (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

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 in Section 2.6.6 (A) following.

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).

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(C). Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following.

2) For Feature D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Local Transport Facility per
mile per access minute rate
by

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

B) (cont'd)

2) (cont'd)

(a) (cont'd)

the Company's billing percentage factor.

(b) Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate
by

the Company's billing percentage factor.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

D) For Feature Group D.

- 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

E) The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6(F) below.

F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.7 Customer Overpayment (cont'd)

Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted 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, facility or circuit considered by the Company to be impaired.

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SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) 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 common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) 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) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event 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. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.4 Application of Credits for Interruptions in Service (cont'd)****D) Interruptions of 24 Hours or Less****Interruption Period****Length of Interruption To Be Credited**

| | |
|--|----------|
| Less than 15 minutes | None |
| 15 minutes up to but not including 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/5 Day |
| 6 hours up to but not including 9 hours | 2/5 Day |
| 9 hours up to but not including 12 hours | 3/5 Day |
| 12 hours up to but not including 15 hours | 4/5 Day |
| 15 hours up to but not including 24 hours | One Day |

- E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.**
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.4 Application of Credits for Interruptions in Service (cont'd)**

- F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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SECTION 2- REGULATIONS, Continued

2.8 Cancellation of Service/Termination Liability (cont'd)

2.8.1 Termination Liability (cont'd)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

LIMITATION OF LIABILITY LANGUAGE

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company would be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

TERMINATION LIABILITY LANGUAGE

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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SECTION 2- REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 2- REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 2- REGULATIONS, Continued**2.10 Application of Rates**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to 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 the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D 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 recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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SECTION 2- REGULATIONS, Continued**2.10 Application of Rates (cont'd)****2.10.1 Charges Based on Duration of Use (cont'd)**

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D 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.

Minutes, seconds and tenths are accumulated over the billing period for each customer and are then rounded up to the nearest access minute for each jurisdiction, per day, office and traffic type.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in applicable company tariffs.

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SECTION 2- REGULATIONS, Continued**2.10 Application of Rates (cont'd)****2.10.2 Rates Based Upon Distance (cont'd)**

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 2- REGULATIONS, Continued**2.10 Application of Rates (cont'd)****2.10.3 Mileage**

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport Facility mileage rates are shown in Section 5.1.4. in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 Access Services****A) Switched Access**

Switched Access Service provides a Carrier the ability to utilize the Company's local exchange network for the purpose of originating or terminating interLATA or intraLATA calls. The service provides the physical connection between a Customer's point of presence (POP) and an end user's premises, utilizing the Company's switched network. Switched Access provides for the ability to originate calls from an end user's premises to a Customer's POP and to terminate calls from a Customer's POP to an end user's premises in the LATA in which the customer desires to originate and terminate calls.

Switched Access Service is provided as a trunk side connection, Feature Group D type, to Company end office switches with an associated uniform 101XXXX access code for the Customer's use in originating and terminating communications.

End Users may originate calls to a selected FGD customer by dialing 101XXXX+1+NPA+NXX+XXXX. Calls in the terminating direction will be completed for all Carriers whose CIC code has been opened at the tandem switch.

Calls placed by end users to 1-800-NXX-XXXXs will be completed, subject to the terms and conditions in Section 3.1.3. (A.). Calls placed by end users utilizing 500, 700, and 900/976 prefixes will be blocked.

The rates and charges for Switched Access Service depends on whether the Switched Transport is switched through an access tandem or direct routed to the Company's end office. Rates and charges for Switched Access Service are set forth in Section 5 following. The application of rates for Switched Access Service is described in Section 3.1.2 following.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued**3.1 Access Services (cont'd)****3.1.1 Access Service Request**

- A) The ASR shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.

An Access Service Request must be submitted by the Customer to provide Switched Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options.

When FGD is ordered by specifying the number of trunks and end office and routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

When a Customer orders FGD, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

For 8XX Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

B) Access Service Request Date Intervals

The Company will provide a service date interval consistent with the service interval dates provided by the incumbent local exchange carrier in the same service territory and from which the Company obtains facilities utilized to provide services to the customer.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

C) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

1) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and the charges as set forth in Section 3.1.1 (D) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

D) Cancellation of an Access Order

- 1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the order is to be canceled. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

D) Cancellation of an Access Order (cont'd)

2) When a Customer cancels Access Order for the installation of service, a Cancellation Charge will apply as follows:

(a) When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other documented expenditures incurred for the service shall apply.

(b) If the Company misses a service date for an Access Order by more than 30 days, due to circumstances such as governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

3) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. A new minimum period will be established.

- (1) A move to a different building.
- (2) A change in the type of service.
- (3) A change in the Switched Access Service Interface Group
- (4) A change in the STP Access Link
- (5) A change in the STP Port

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

E) Minimum Period

The minimum period for which Access Service is provided and for which charges are applicable, is one month.

F) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

Local Transport and Local Switching

A) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises (POP) or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Charges for Local Transport service are computed in accordance with Section 2.6.6 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved).

The following paragraphs describe the Local Transport rate elements.

Local Transport -- Common Switched Transport

1) Common Switched Transport

Common Switched Transport provides the transmission from the Serving Wire Center of the Customer's POP to the end office of the end user customer.

The Common Switched Transport rate provides for that portion of the voice frequency transmission path at and between the end office and at the Serving Wire Center of the Customer's POP. The rate is applied on a per minute of use basis.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued**3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories (cont'd)****B) Local Switching**

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

3.1.3 Other Rate Categories**A) 8XX Data Base Access Service****1) Customer Identification and Delivery Charge**

The 8XX Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Customer and the delivery of the dialed 8XX ten digit number. The charge is assessed to the Customer on a per query basis, as referenced in section 5.2.1 following, and may include an area of service which may range from a single telephone number to an area consisting of all intrastate LATAs and NPAs.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

800 Data Base Access Service is a service utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point, which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

3.2 Miscellaneous Services

3.2.1 8XX Data Base Access Service

800 Data Base Access Service is a service utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point, which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

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SECTION 4 - RATES

The rates as noted below mirror the rates from AT&T Corp.'s P.U.C.O. Tariff No. 20 and Verizon's P.U.C.O. Tariff No. 2, as applicable. The symbol "***" denotes a rate from AT&T's P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1. The symbol "##" denotes a rate from Verizon's P.U.C.O. Tariff No. 2, Section 1, Sheet 1. Please consult the applicable tariff for individual rates.

4.1.1 Switched Access Service**4.1.1. Local Transport and Switching****Intrastate Per Access Minute****Local Transport:****Common Switched Transport:**

| | <u>Per Access Minute</u> |
|---|--------------------------|
| AT&T Ohio | |
| (1) Local Transport Termination | \$ ** |
| (2) Local Transport Facility (per mile) | \$ ** |
| Verizon | |
| (1) Local Transport Termination | \$ ## |
| (2) Local Transport Facility (per mile) | \$ ## |

Local switching:**AT&T Ohio**

| | |
|------------------------------|-------|
| Switched Access Originating: | \$ ** |
| Switched Access Terminating: | \$ ** |
| Common Trunk Port | \$ ** |

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SECTION 4 – RATES, (cont'd)

Verizon

| | |
|------------------------------|-------|
| Switched Access Originating: | \$ ## |
| Switched Access Terminating: | \$ ## |
| Common Trunk Port: | \$ ## |

| | |
|----------------------------------|-----------------|
| 800 Data Base Query (AT&T Ohio): | \$ ** per query |
|----------------------------------|-----------------|

| | |
|--------------------------------|-----------------|
| 800 Data Base Query (Verizon): | \$ ## per query |
|--------------------------------|-----------------|

| | | |
|-------|---|------------------|
| 4.2. | <u>Additional Services</u> | <u>Rate</u> |
| 4.2.1 | <u>8XX Data Base Access Service</u> | <u>Per Query</u> |
| | Customer Identification and Delivery Charge (AT&T Ohio) | \$ ** |
| | Customer Identification and Delivery Charge (Verizon) | \$ ## |
| 4.2.2 | <u>Restoration Charge</u> | \$59.00 |

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Clear Rate Exhibit V (Sample Bill)

Questions?

- By Phone : 877-677-4799 (toll free)
- By Email : support@ClearRate.com
- By Internet : www.ClearRate.com

Joseph Customer
9999 Acorn Ct
West Bloomfield, MI 48323

| Account Number | Service Period | Account Number |
|----------------|-------------------------|----------------|
| 499999 | 06/06/2007 - 07/05/2007 | 390769 |

| Previous Balance | Payments | Usage Charges | Monthly Recurring | One Time Charges | Regulatory Taxes and Surcharges |
|------------------|----------|---------------|-------------------|------------------|---------------------------------|
| \$33.61 | \$0.00 | \$21.99 | \$13.15 | \$68.75 | 07/25/2007 |

Account Summary

| | |
|---|----------------|
| Previous Balance | \$33.61 |
| Payments | \$0.00 |
| Balance Forward | \$33.61 |
| Usage Charges | |
| Local | \$0.00 |
| Long Distance | \$0.00 |
| International | \$0.00 |
| Toll-Free Service | \$0.00 |
| Calling Card | \$0.00 |
| Directory Assistance | \$0.00 |
| Monthly Recurring | |
| Partial Month Pro-rated Charge | \$0.00 |
| Monthly Charge(s) | \$20.99 |
| One Time Charges | \$0.00 |
| Late Payment Charges | \$0.00 |
| Regulatory Taxes and Surcharges | \$13.15 |
| Total Current Charges (including Taxes and Surcharges) | \$35.14 |
| Total Amount Due | \$68.75 |

Please return this portion with your payment and write your account number on your check. Thank you.

| Account Number | Service Period | Account Number | Payment Due Date | Amount Due |
|----------------|----------------|----------------|------------------|------------|
| 499999 | 390769 | 07/05/2007 | 07/25/2007 | \$68.75 |

Check Number: _____

Amount Enclosed: _____

☐ Check here for change of address, complete back of remittance

Please send payment to:

Joseph Customer
9999 Acorn Ct
West Bloomfield, MI 48323

Clear Rate Communications, Inc.
PO Box 27308
Lansing, MI 48909-7308

Important Messages:

YOU ARE ON OUR PRE-AUTHORIZED PAYMENT PLAN, 68.75 WILL BE DRAWN FROM CREDIT CARD
 XXXXXXXXXXXXXXX9999 BY 07/25/2007.

Recurring Charges: (248) 669-9999

| Description | | |
|-------------------------------------|--------------------------|--------------|
| Residential Line w/100 Local Calls | 07/06/2007 to 08/05/2007 | 10.99 |
| 4.9 LD Flat Rate | 07/06/2007 to 08/05/2007 | 0.00 |
| Call Waiting | 07/06/2007 to 08/05/2007 | 5.00 |
| Caller ID w/ Name Display Unlimited | 07/06/2007 to 08/05/2007 | 5.00 |
| Free - Call Waiting ID | 07/06/2007 to 08/05/2007 | 0.00 |
| Total Recurring Charges | | 20.99 |

One Time Charges

| Billed Number | Description | Period | |
|--------------------------------|---------------------------------------|--------|-------------|
| (248) 669-9999 | Late Fee (FOR PAYMENT DUE 06/25/2007) | | 0.50 |
| Total Recurring Charges | | | 0.50 |

Long Distance: (248) 669-9999

| Call Number | Call Time | Destination | Duration | |
|----------------------------|---------------------|----------------|------------|-------------|
| 1. (248) 761-9999 | 06/12/2007 09:48:48 | ROYAL OAK, MI | 0.5 | 0.03 |
| 2. (248) 761-9999 | 06/12/2007 09:50:37 | ROYAL OAK, MI | 0.6 | 0.03 |
| 3. (248) 761-9999 | 06/12/2007 13:47:21 | ROYAL OAK, MI | 0.5 | 0.03 |
| 4. (813) 830-9999 | 06/15/2007 11:19:33 | TAMPA, FL | 1.5 | 0.08 |
| 5. (248) 761-9999 | 06/17/2007 12:06:54 | ROYAL OAK, MI | 1.1 | 0.06 |
| 6. (248) 761-9999 | 06/17/2007 12:15:12 | ROYAL OAK, MI | 1.0 | 0.05 |
| 7. (248) 914-9999 | 06/17/2007 13:30:39 | SOUTHFIELD, MI | 0.4 | 0.02 |
| 8. (248) 761-9999 | 06/18/2007 09:12:24 | ROYAL OAK, MI | 0.4 | 0.02 |
| 9. (248) 761-9999 | 06/21/2007 08:30:51 | ROYAL OAK, MI | 0.4 | 0.02 |
| 10. (248) 761-9999 | 06/21/2007 08:31:24 | ROYAL OAK, MI | 3.2 | 0.16 |
| Total Long Distance | | | 9.6 | 0.50 |

Regulatory Taxes and Surcharges:

| Description | |
|--|--------------|
| Carrier Access Fee | 3.21 |
| 911 Operational Surcharge County Commission | 0.28 |
| FCC Regulatory Fee (Wireline) | 0.02 |
| Fed Universal Service Fund | 1.01 |
| Federal Access Charge | 5.35 |
| Federal Excise Tax | 0.94 |
| Local Number Portability Fee | 0.28 |
| Sales Tax | 1.88 |
| Telecommunications Relay Service Surcharge | 0.18 |
| Total Regulatory Taxes and Surcharges | 13.15 |

If you have a complaint that is not resolved after you have called Clear Rate, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.



| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|----------------------------------|--------|-------|---------|------|------|
| 06/14/2002 | 200216302052 | FOREIGN LICENSE/FOR-PROFIT (FLF) | 125.00 | .00 | .00 | .00 | .00 |

Receipt

This is not a bill. Please do not remit payment.

CLEAR RATE COMMUNICATIONS INC.
P O BOX 99641
TROY, MI 48099-9641

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell**

1324308

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CLEAR RATE COMMUNICATIONS, INC.

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

200216302052

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 12th day of June, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes PO Box 1390
Columbus, OH 43218
*** Requires an additional fee of \$100 ***

☐ No PO Box 670
Columbus, OH 43216

**FOREIGN CORPORATION APPLICATION FOR LICENSE
OR REGISTRATION OF CORPORATION NAME**
(For Foreign Profit or Non-Profit)

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

| | |
|---|---|
| (1) Foreign Corporation <input checked="" type="checkbox"/> For Profit (151-FLF) <input type="checkbox"/> Non-Profit (152-FLN) | (2) Registration of Corporate Name by Unlicensed Foreign Corporation <input type="checkbox"/> Original (158-RCO) <input type="checkbox"/> Renewal (172-RNR (RCR)) Filing Fee \$125.00 Filing Fee \$50.00 |
|---|---|

Complete the general information in this section for the box checked above.

| | |
|---|----------------------------|
| Corporate Name <u>Clear Rate Communications, Inc.</u> | |
| Under the Laws of the State of <u>Michigan</u> (Home State) | |
| Date of Incorporation in Home State <u>4-4-01</u> (Date) | |
| The corporation's principal office is located at | |
| <u>23300 Greenfield Road, Suite 116</u> (Street) | <u>MI</u> (State) |
| <u>Oak Park</u> (City) | <u>48237</u> (Zip Code) |
| NOTE: P.O. Box Addresses are NOT acceptable. | |
| The corporate privileges it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient) | |
| <u>Provide voice and data transmission service;</u> <u>Specifically, long distance phone service, toll-free,</u> <u>calling card and Internet.</u> | |
| The corporation is carrying on or doing business. | |
| <input type="checkbox"/> Check here if additional provisions are attached | |

RECEIVED

JUN 12 2002

J. KENNETH BLACKWELL
SECRETARY OF STATE

Complete the information in this section if box (1) is checked.

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio

CT Corporation System
 (Name)
1300 E. Ninth Street
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
Cleveland Ohio 44114
 (City) (State) (Zip Code)

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or
 B. the above listed fails to designate another agent when required to do so, or
 C. the above stated registration to do business in Ohio expires or is cancelled.

Complete the information in this section if profit is checked in box (1).

The application is made to secure a ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in ☐ Corporation will not have an office in Ohio

(Street) NOTE: P.O. Box Addresses are NOT acceptable.
 (City) (County) Ohio (Zip Code)
 (State)

Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ Yes ☐ No
 If yes, prior License No. _____ Issued _____ (Date)

The date on which the corporation began transacting business in Ohio

☒ Date 7-15-02
 OR
☐ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action? ☐ Yes ☒ No

Complete the information in this section if non-profit is checked in box (1).

The location of its principal office in the state of Ohio is

(Street) NOTE: P.O. Box Addresses are NOT acceptable.
 (City) (County) Ohio (Zip Code)
 (State)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized

officer on 6-11-02

(Date)

STATE OF MichiganCOUNTY OF OaklandThane J. Namy

(Name of Officer)

, being first duly sworn, deposes and says that he/she is the

CEO

(Title)

of

Clear Rate Communications, Inc.

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: Thane NamyName: Thane NamySworn to before me and subscribed in my presence, 6-11-02

(Date)

Norine Marsh

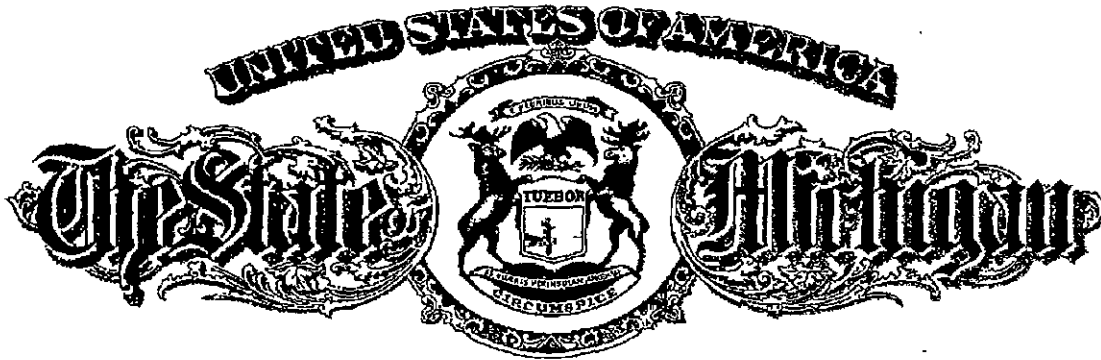
(Notary Public)

NOTARY SEAL

Expiration date of Notary's Commission: 10-18-04

(date)

NORINE MARSH
Notary Public, Oakland County, MI
My Commission Expires Oct 18, 2004



Lansing, Michigan

This is to Certify That

CLEAR RATE COMMUNICATIONS, INC.

was validly incorporated on April 4, 2001, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of June, 2002

 , Director

Bureau of Commercial Services

GOLD SEAL APPEARS ONLY ON ORIGINAL