

FILE

NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

Leon L. Nowalsky
Benjamin W. Bronston
Edward P. Gothard

3500 North Causeway Boulevard
Suite 1442
Metairie, Louisiana 70002
Telephone: (504) 832-1984
Facsimile: (504) 831-0892

Philip R. Adams, Jr.

June 4, 2008

Rene Jenkins, Chief Clerk
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215

RE: Mountain Communications, LLC
Docket No. 08-563-TP-ACE, 90-9355-TP-TRF
PUCO Tariff No. 1 & 2
Final Tariffs

Dear Ms. Jenkins:

Please find attached an original and three (3) copies of the final tariffs in the above matter.

An additional copy of this letter has been enclosed to be date-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Becky Heggelund

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
Technician Date Processed 6/5/08

PUCO

2008 JUN -5 AM 9:33

RECEIVED-DOCKETING DIV

149

Mountain Communications, LLC
P.U.C.O. NO. 1

PUCO NO. 1

Mountain Communications, LLC

Competitive Telecom Services

Page Reference

Local Exchange Services

9

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Dalton	Independence	Murray City
Akron	Danville-Highland	Ironton	Navarre
Alliance	Dayton	Jamestown	Nelsonville
Alton		Jeffersonville	New Carlisle
Arabia	Dayton	Kent	New Holland
Atwater	Donnelsville	Kirtland	New Lexington
Barnesville	Dresden	Lancaster	New Matamoras
Beallsville	Dublin	Leetonia	New Riegel
Beavercreek	Duffy	Leroy	New Waterford
Bedford	East Liverpool	Lewisville	Newcomerstown
Belfast	East Palestine	Lindsey	
Bellbrook	Enon	Lisbon	Newport
Belpre	Fairborn	Lockbourne	Niles
Berea	Findlay	London	North Canon
Bethesda	Fletcher-Lena	Louisville	North Hampton
Bloomington	Fostoria	Lowellville	North Lima
Bloomington	Franklin	Magnolia-	North Royalton
Bowersville	Fremont	Waynesburg	Norwich
Burton	Fultonham	Manchester (SUM)	Olmsted Falls
Canal Fulton	Gahanna	Mantua	Painesville
Canal Winchester	Gallipolis	Marietta	Perrysburg
Canfield	Gates Mills	Marlboro	Philo
Canton	Girard	Marshall	Piqua
Carroll	Glenford	Martins Ferry-	Pitchin
Castalia	Gnadenhutten	Bridgeport	Rainsboro
Cedarville	Graysville	Massillon	Ravenna
Centerville	Greensburg	Maumee	Reynoldsburg
Chagrin Falls	Grove City	Medway	Rio Grande
Cheshire	Groveport	Mentor	Ripley
Chesterland	Guyan	Miamisburg-West	Rogers
Christiansburg	Harrisburg	Carrollton	Rootstown
Cleveland	Hartville	Middletown	Roseville
Columbiana	Hillcrest	Milledgeville	Rushville
Columbus	Hilliard	Mingo Junction	Salem
Conesville	Hillsboro	Mogadore	Salineville
Corning	Holland	Monroe	Sandusky
Coshocton	Hubbard	Montrose	Sebring

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Sedalia	
Sharon	Willoughby
Shawnee	Winchester
Somerset	Woodsfield
South Charleston	Worthington
South Solon	Xenia
South Vienna	Yellow Springs-Clifton
Spring Valley	Youngstown
Springfield	Zanesville
St. Clairsville	
Steubenville	
Strongsville	
Sugar Grove	
Sugar Tree RidgeTerrace	
Thornville	
Tiffin	
Toledo	
Toronto	
Tremont City	
Trenton	
Trinity	
Ulrichsville	
Uniontown	
Upper Sandusky	
Vandalia	
Victory	
Vinton	
Walnut	
Washington Cour House	
Wellsville	
West Jefferson	
West Lafayette	
Westerville	
Whitehouse	
Wickliffe	

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Carey	Genoa	Loudonville
Albany	Carrollton	Georgetown	Lowell
Amanda	Catawba	Gibsonburg	Lower Salem
Amesville	Celina	Grafton	Lynchburg
Amsterdam	Chatham	Grand Rapids	Malvern
Antwerp	Chauncey	Gratis	Manchester
Arlington	Chesapeake	Green Camp	Marblehead
Ashland	Cheshire Center	Greenfield	Maria Stein
Ashley	Circleville	Greenwich	Marion
Ashville	Clarksville	Guysville	Martinsville
Athens	Clyde	Hamersville	McArthur
Attica	Coldwater	Hanoverton	McComb
Baltic	Congress	Harlem Springs	Mechanicsburg
Baltimore	Convoy	Harpster	Mechanicstown
Barlow	Cooperdale	Haskins-Tontogany	Medina
Beach City	Crestline	Hayesville	Mendon
Beaver	Creston	Helena	Milan
Bellevue	Curtice-Oregon	Hicksville	Millersport
Bergholz	Decatur	Higginsport	Mineral City
Berlin	Delaware	Homerville	Minerva
Berlin Heights	Dellroy	Homeworth	Minster
Bettsville	Dexter City	Huron	Monroeville
Beverly	Dillonvale-Mt.	Idaho	Montpelier
Blanchester	Pleasant	Jackson	Montrose
Bloomville	East Rochester	Jenera	Morning Sun
Bolivar	Edgerton	Jewett	Morrat
Bowerston	Edon	Kelleys Island	Mowrystown
Bowling Green	Elmore	Kilbourne	Mt. Blanchard
Bremen	Englewood	Knoxville	Mt. Orab
Brewster	Evansport	Lakeville	Nevada
Brilliant	Farmersville	LaRue	New Bremen
Brookville	Fayette	Laura	New Burlington
Brunswick	Felicity	Laurelville	New Concord
Bryan	Flushing	Leesburg	New Lebanon
Burbank	Forest	Letart Falls	New London
Byesville	Fort Recovery	Lewisburg	New Marshfield
Cadiz	Freeport	Liberty	New Philadelphia
Caldwell	Galion	Lodi	New Vienna
Cambridge	Garrettsville	Logan	New Washington

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

Ney
North Baltimore
North Eaton
North Georgetown
North Star
Norwalk
Oak Harbor
Oak Hill

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Oberlin	Richmond	Valley City
Ohio City	Richwood	Van Buren
Ostrander	Russellville	Wadsworth
Oxford Paris	Sabina	Wakeman
Payne	Sardinia	Waldo
Peebles	Savannah	Warsaw
Pemberville	Scio	Watertown
Perrysville	Scott	Waverly
Phillipsburg	Seaman	Wayne-Bradner
Piketon	Seville	Wellington
Pioneer	Shade	Wellston
Plain City	Sharon Center	West Alexandria
Pleasantville	Sinking Spring	Westfield Center
Plymouth	Smithfield	West Milton
Polk	Spencer	Weston
Pomeroy	Spencerville	West Salem
Port Clinton	St. Henry	West Union
Portland	St. Marys	West Unity
Portsmouth	Strasburg	Wharton
Port William	Sugarcreek	Wilkesville
Prospect	Summerfield	Willard
Put-In-Bay	Sylvania	Williamsport
Radnor	The Plains	Willshire-Wren
Rathbone	Tiltonsville	Wilmington
Rawson	Tipp City	Wilmot
Red Haw	Trotwood	Winona
Republic	Troy-Tipp City	Woodstock
Resaca	Troy	Yorkshire

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

CHECK SHEET

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

Page	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

CHECK SHEET-CONT'D

Page	Revision
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original
51	Original
52	Original
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

RESERVED FOR FUTURE USE

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

TABLE OF CONTENTS

TITLE SHEET	1
DESCRIPTION OF SERVICE AREA	2
CHECK SHEET	6
TABLE OF CONTENTS	9
EXPLANATION OF SYMBOLS	11
APPLICATION OF TARIFF	12
1. DEFINITIONS	13
2. REGULATIONS	17
2.1 Undertaking of the Company	17
2.1.1 Scope	17
2.1.2 Shortage of Equipment or Facilities	17
2.1.3 Terms and Conditions	17
2.1.4 Liability of the Company	18
2.1.5 Notification of Service-Affecting Activities	22
2.1.6 Provision of Equipment & Facilities	23
2.1.7 Non-routine Installation	24
2.1.8 Ownership of Facilities	24
2.1.9 Telecommunications Service Priority	24
2.2 Prohibited Uses	24
2.3 Obligations of the Customer	24
2.3.1 General	25
2.3.2 Claims	27
2.4 Customer Equipment and Channels	27
2.4.1 General	27
2.4.2 Station Equipment	27
2.4.3 Interconnection of Facilities	28
2.4.4 Inspections	28
2.5 Payment Arrangements	29
2.5.1 Payment for Service	29
2.5.2 Billing and Collection of Charges	29
2.5.3 Disputed Bills	30
2.5.4 Advance Payments	30
2.5.5 Deposits	31
2.5.6 Discontinuance of Service	32
2.6 Allowances for Interruptions in Service	32
2.6.1 Credit for Interruptions	32
2.6.2 Limitations on Allowances	32
2.6.3 Use of Alternative Service Provided by the Company	32
2.7 Cancellation of Service	34
2.7.1 Cancellation of Application for Service	34
2.7.2 Cancellation of Service by the Customer	34

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

TABLE OF CONTENTS (Cont'd)

	PAGE NO.
2. REGULATIONS (Cont'd)	
2.8 Transfers and Assignments	34
2.9 Notices and Communications	35
2.10 Universal Emergency Number Service – 9-1-1	36
3. SERVICE DESCRIPTIONS	37
3.1 Local Exchange Service	37
3.1.1 Local Calling Areas	37
3.1.2 General	37
3.1.3 Class of Service	37
3.1.4 Basic Service	38
3.1.5 Optional Calling Features	38
3.2 Local Exchange Service – Rates and Charges	38
3.3 Reconnection Charges	41
3.4 Customer Requested Call Blocking	42
3.5 Directory Assistance	42
3.5.1 Charges	42
3.5.2 Credits	42
3.6 Directory Listings	43
3.6.1 Limits	43
3.6.2 Refusals	43
3.6.3 Designations	43
3.6.4 General	43
3.6.5 Primary Listing	43
3.6.6 Additional Directory Listings	43
3.7 Emergency Services (Enhanced 911)	44
3.8 Service Connection Assistant	44
3.8.1 General	44
3.8.2 Regulations	44
4. LONG DISTANCE SERVICES	45
5. PROMOTIONAL OFFERINGS	46
6. RESERVED FOR FUTURE USE	46
7. SERVICE AREA MAP	47

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

**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 regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Mountain Communications, LLC to customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

1. Definitions

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Means a payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

1. Definitions (contd.)

Company: Mountain Communications, LLC which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Interexchange Utility: A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

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

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

1. Definitions (Cont'd)

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

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

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

Service Commencement Date: The first day following the 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 of service. The parties may mutually agree on a substitute Service Commencement Date.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

1. Definitions (Cont'd)

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

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

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Service charges may also be pro-rated when service is either terminated or established mid-month.

Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Business Customers may be required to enter into written or verbal Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

2.1.3.3 At the expiration of the initial term specified in each Business Customer Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written or oral notification. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Inclusion of early termination liability by the company in this 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.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 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.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)
2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control and will make any billing adjustments in compliance with the Minimum Telephone Service Standards as codified chapter 4901;1-5 of the Ohio Administrative Code (OAC).
- 2.1.4.4** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from special construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC

P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.10 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC). Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff, and pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer.

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

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

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

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC

P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(f) *complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;*

(g) *not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and*

(h) *making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.*

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

(b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company's underlying carrier(s).

2.4.2 Station Equipment

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

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customers. All billing and collection procedures will comply pursuant to the Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

Max.
\$25.00

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC

P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-776-2662 or by writing to Mountain Communications, LLC, Route 3, Box 69G, Bruceton Mills, WV 26525. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

PUCO:

You may contact the PUCO at 1-800-686-7826 (toll free) or 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.

Address:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

OCC:

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.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

The Company's procedures for collecting deposits will comply pursuant to Minimum Telephone Service Standards (MTSS) as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

The deposit will not exceed an amount equal to:

(A) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (contd.)

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Denial or disconnection of local and toll service will comply with the rules set forth in the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceeton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulation (Cont'd)

- 2.6 Subscriber Billing Adjustments will comply with the rules set forth in the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 When a contract basis customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a contract basis customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their contracted service, and then the Company does incur such expenses, the contract customer will be responsible for the expenses incurred. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

If a contract basis business Customer cancels a Service Order or terminates a service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (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 tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All Company invoices and notices required to be given pursuant to this tariff will be in writing. Notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service are available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.1.2 The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarters for a combined residence and business premises.

3.1.3.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 89 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)**3.1 Local Exchange Service (Cont'd)**

- 3.1.4 Basic Service** - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking, upon request

- 3.1.5 Optional Calling Features** -- are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

3.2 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

Rate bands are described on page 44.1.

3.2.1 Local Flat Rate Service**A. Rate Band 1**

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

B. Rate Band 2

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

C. Rate Band 3

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.2 Basic Local Measured Rate Services

A. Rate Band 1

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

B. Rate Band 2

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

C. Rate Band 3

	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core

3.2.3 Non-Recurring Charges

	<u>Business NRC</u> <u>Maximum</u>	<u>Resi NRC</u> <u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 st Line	\$100.00	\$100.00	1-Core
Service Change, 1 st Line	\$100.00	\$100.00	1-Core

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.4 Custom Calling Service Features

Charges per line*:

	<u>Tier</u>
Call Forwarding (CF) Variable	2
CF Anywhere	2
CF Don't Answer	2
CF Busy Line	2
Call Waiting	1- Noncore
Call Waiting Deluxe	2
Three-way Calling	2
Speed Calling - 8 number	2
Speed Calling - 30 number	2
Call Transfer	2
Talking Call Waiting	2
Message Waiting Indicator	
Distinctive Ring	
1 number	2
2 numbers	2

*Actual prices are listed in pricelist.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.5 Advanced Custom Calling Features

Custom Calling Service Features*

	<u>Tier</u>
Repeat Dialing	2
Priority Call	2
Priority Forward	2
Call Block	2
Call Return	2
Caller ID	2
Per Call Number Privacy	1- Core
Per Call Number Privacy	
Each non published line, on request	1-Noncore
Each line other than non-published	1-Noncore
Call Trace	1-Noncore
Calling Name (w/ACR)	2
Calling Name and Number (w/ACR)	2
Anonymous Call Rejection (ACR)	2
Reveal Privacy Management	2
Quiet Time	2

Pay Per Use

Call Trace, successful

*Actual prices are listed in the pricelist.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.3 Reserved for future use.

3.4 Directory Assistance

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.4.1 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.5 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.5.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.5.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. Customer initials or nicknames are allowed.
- 3.5.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.5.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.5.5 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer.

This listing is provided at no additional charge.

3.5.6 Additional Directory Listings

Additional Listing
Non-published

Tier
2
1-Noncore

- 3.6 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.7 Service Connection Assistance

3.7.1 General:

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

- a. Waiver of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial waiver of up to \$60.00 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

3.7.2.1 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 assistance (Section 8); or,
- e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- f. National Free School Lunch Program

3.7.2.2 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 Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits.

3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.7.2.4 Service Connection Assistance is available for all grades of service.

3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.

3.7.2.6 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 Mountain Communications, LLC 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.

3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3.8 Local Exchange Classification - Rate Bands

For the purpose of determining exchange service monthly rates, exchanges are classified by Rate Bands. The services offered in each exchange area, the local service area for each exchange and the particular Rate Bands applicable thereto are specified herein .

3.8.1 List of Exchanges and Rate Bands

Exchange	Rate Band
Bethany	2
Bethel	3
Cincinnati	
Customers served out of all central offices within the exchange except Miami or Sayler Park	1
Customers served out of Miami or Sayler Park central offices	2
Clermont	
Customers served out of the Cherry Grove central office	1
Customers served out of the Batavia, Hamlet or Tobosco central Offices	2
Customers served out of the New Richmond Central office	3
Hamilton	
Customers served out of the Crescentville or Fairfield central offices	1
Customers served out of the Hamilton central office	2
Harrison	2
Little Miami	2
Newtownsville	3
Reily	3
Seven Mile	3
Shandon	3
Williamsburg	3

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.9 Custom Calling Features

Anonymous Call Rejection

Anonymous Call Rejection (ACR) allows subscribers to the service to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the telephone number of the call originating telephone from being delivered to the called party. When ACR is activated on the subscriber's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the called party will not accept the call as long as the calling party's telephone number is not delivered. Incoming calls are checked for acceptance or rejection by ACR regardless of the current state of the ACR subscriber's line (e.g., off hook or idle). The activation and return of the announcement will not be viewed as a completed call.

ACR is available for single line residence or non-residence service subscribers. It is not available for multiline hunt group service customers. A service order is required to establish or to discontinue ACR. Once established, the service can be activated and deactivated at the subscriber's discretion through the use of preassigned access codes.

ACR subscribers who also subscribe to Caller ID Name and Number and/or Call Return will not be billed the monthly charge for their ACR service.

This feature is available only where technically feasible.

Anywhere Call Forwarding

Anywhere Call Forwarding Service allows subscribers to have the capability to remotely change the termination of their incoming calls from any tone signaling telephone. The customer can activate, deactivate, or change the destination number using a personal identification number (PIN).

Call Block (*60)

Call Block provides the Customer with a way to block calls from certain telephone numbers, which may or may not be known to the Customer.

The Customer can create a screening list of up to six (6) telephone numbers and place them in the network memory through an interactive dialing sequence. The Customer may also activate the service after receiving a call, and thus place the number associated with the call on the Call Block list. Once the service is activated by dialing a special code, a calling party's number, if available, is checked against the Customer's Call Block list on every incoming call. If the incoming number matches one of the numbers on the list, the Customer is not alerted by the call, and the call terminates to an announcement. If the incoming number does not match one of the numbers on the list or is unavailable, the call terminates to the Customer's line.

When a telephone number on the Call Block screening list also appears on the Priority Forward and/or Priority Call list, the Call Block service will take precedence and the call will be blocked.

Call Forwarding Busy Line

Call Forwarding Busy Line allows for forwarding of an incoming call when the activated line is busy. The Call Forwarding Busy Line Customer is responsible for any applicable customer-dialed station-to-station toll charge.

Call Forwarding Don't Answer

Call Forwarding Don't Answer allows for forwarding an incoming call when the call remains unanswered after a pre-determined number of rings (approximate number 1 to 7), selected by the Customer. The Call Forwarding Don't Answer Customer is responsible for any applicable customer-dialed station-to-station toll charge.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. **Service Descriptions (Cont'd)**

3.9 **Custom Calling Features (cont'd)**

Call Forwarding Don't Answer (cont'd)

When Call Forwarding Busy Line and Call Forwarding Don't Answer are provided on the same line, the forwarded-to number must be the same. When either Call Forwarding Busy Line or Call Forwarding Don't Answer is provided, it may be necessary for the forwarded-to number to be in the same central office, as determined by the facilities available in the Customer's serving central office.

Call Forwarding Variable

Call Forwarding Variable permits the Customer to activate and deactivate a transfer of his or her incoming calls to another telephone line. Because of transmission limitations, it is recommended that the calls be transferred within the Customer's local service area. The Call Forwarding Variable Customer is responsible for any applicable customer-dialed station-to-station toll charge.

Call Return (*69)

Call Return enables a Customer to return the last incoming call received, whether or not it was answered. In order to activate the service the Customer must dial a special code (*69) before another incoming call or a Call Waiting indication is received. After dialing the code to activate Call Return, the Customer will receive (where technically possible) a message indicating the telephone number (unless the telephone number is marked as private), the date, and the time of the last incoming call. The Customer may return the call by pressing "1", or the Customer may choose not to return the call and hang up. Call Return service is considered activated at the time the Customer dials the activation code regardless of whether the Customer presses "1" to return the call.

If the called line is idle, the call completes immediately and the Call Return request is complete regardless of whether or not the called party answers. If the called line is busy, the Customer is notified when the Call Return service has been activated. The Call Return request is queued and placed on the Customer's list of queued Call Return requests in the central office. The called line is then monitored until one of the following occurs:

- a. The called line becomes idle. When this occurs, the Customer's line is checked and if it also is idles, the Customer is given a special ring back. Upon answering the ring back, call setup is attempted.
- b. The central office equipment deactivates the Call Return request upon unanswered ring back, or the thirty (30) minute time limit queuing is reached and the request times out.
- c. A deactivation code is dialed which removes all current Call Return activations.

When Call Return is active, both the calling and called party may originate and receive calls without affecting the Call Return service status.

This service cannot be activated for all telephone numbers. Telephone numbers with 700, 800 or 900 prefixes cannot be activated.

The Call Return Customer is responsible for any applicable local or toll usage charges.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.9 Custom Calling Features (cont'd)

Call Tracing

Call Tracing allows customers to automatically trace the last incoming call by dialing a special code. The call details are provided to the Company's Annoyance Call Bureau. This service is designed to help customers deal more effectively with harassing and obscene calls. The Customer, after receiving a call that is to be traced, hangs up and invokes the Call Tracing activation procedure. The call details are provided to the Company's Annoyance Call Bureau. The Customer must activate Call Tracing before making or receiving another call after hanging up from the annoying call so that the correct number will be recorded. If the Customer subscribes to Call Waiting or Call Waiting Deluxe and the Customer receives a Call Waiting signal while an annoying call is in progress, the annoyance call can not be traced using this service. Successful activation of Call Tracing is confirmed by an announcement that also tells the Customer how to follow up on the trace. The information from the trace is not made available to the Customer. Only calls from appropriately central quipped offices are traceable using Call Tracing.

By subscribing to Call Tracing, the Customer automatically authorizes the Company to disclose the identity of the source of annoying calls to law enforcement officials engaged in conducting, at Customer's request or otherwise, any investigation with respect to such calls.

In consideration of the Company's undertaking such an investigation, the Customer agrees to release, protect, indemnify and save harmless the Company, its employees and agents, from all liability, claims, demands and actions for damages, or otherwise, that may arise by reason of an investigation.

The Call Tracing usage charge will be billed only when the attempt to trace and record the calling number is successful. The results of a successful trace will only be released outside the Company to legally constituted authorities and only upon the presentation of proper authorization (i.e. court order). The Company will not be liable for damages if, for any reason, the attempt is not successful.

Call Transfer

Call Transfer allows a POTS customer to transfer an established call terminating on their telephone line to any other telephone line. Call Transfer allows the Customer to transfer the call and then hang-up, leaving the other two-parties on a two-way call, or bridge Transfer the call and establish a three-way call. If the Call subscriber hangs up once a three-way call has been established the call will be considered transferred and the other two parties will be able to continue on a two-way call. The Call Transfer Customer is free to originate and terminate additional calls after the call has been transferred. Any charges applicable to the call will be billed to the Call Transfer subscriber. Any toll usage will appear on the Call Transfer customer's bill.

Call Waiting (including Cancel Call Waiting and Long Distance Alert)

Call Waiting permits the Customer, upon receiving a tone signal indicating that a call is waiting, to place an existing call on hold by depressing the switchhook, and answer the second waiting call.

Cancel Call Waiting permits the Customer to deactivate the Call Waiting feature on an individual call by dialing a code before making an outgoing call.

Long Distance Alert (LD Alert) is a feature on Call Waiting which indicates to a Call Waiting subscriber, while on a call in progress through a special signal, that an incoming call is long distance. When the Call Waiting subscriber is not on a telephone call in progress, LD Alert will also indicate that an incoming call is long distance with a special ring pattern.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceeton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. **Service Descriptions (Cont'd)**

3.9 **Custom Calling Features (cont'd)**

Call Waiting Deluxe (including Cancel Call Waiting and Long Distance Alert)

Call Waiting Deluxe allows a Customer to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. While on an existing call, Call Waiting Deluxe notifies the Customer of an incoming call with the call waiting tone. Upon receiving the tone and where facilities permit, the Customer may:

Answer the incoming call and put the existing call on hold.
Answer the incoming call and disconnect the existing call,
Connect the incoming call to an announcement,
Conference the incoming call with the existing call.
Forward the incoming call, or
Put the incoming call on hold.

Note: All options may not be available in all areas.

Utilization of the full capabilities of Call Waiting Deluxe requires the use of compatible CPE at the Customer's premises and whether or not the user receives Calling Identity Delivery (CID) data for a waiting party (Caller ID type services). The installation and maintenance of the compatible CPE and the technical capability of that CPE to function in conjunction with the features of Call Waiting Deluxe is the responsibility of the Customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the Call Waiting Deluxe features. The application of CID while a call is waiting allows the Call Waiting Deluxe Customer to select a disposition option based on information about the waiting party. The CPE will determine how Call Waiting Deluxe options are displayed and selected, and in some cases, how they operate. Call Waiting Deluxe will be furnished only in connection with individual line service.

The Call Waiting Deluxe Customer must also subscribe to Call Forwarding Don't Answer service in order to forward a waiting call to another location.

Caller ID Name and Number

Caller ID Name and Number provides for the delivery of the listed name and telephone number associated with the calling party telephone number on incoming calls. This information is provided to a Customer-provided display device attached to the subscriber's line or telephone set. This service will provide up to a maximum of 15 characters for display of the calling party's directory name and 10 characters for display of the calling party's directory telephone number. Caller ID Name and Number is only offered in appropriately equipped central offices. Delivery of the listed name may not be available in all areas.

The Caller ID Name and Number subscriber is responsible for the provision of the display device. The installation, repair, and technical capability of the device to function with Caller ID Name and Number is the responsibility of the subscriber. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with network features associated with this service.

Caller ID Name and Number will deliver the calling party's name where facilities permit, and number information, except when the calling party name and/or number is not provided to the network because of where the call originates or when the calling party invokes a per call or per line blocking feature which prevents the telephone number and/or name from being passed.

If the telephone number of the incoming call is on the Customer's Priority Forward screening list, the call will be forwarded and the number will not be displayed by the Customer-provided display device. Likewise, if the telephone number is on the Call Block screening list, the call will be blocked and the number will not be displayed by the Customer-provided display device.

Caller ID Name and Number includes Anonymous Call Rejection where facilities permit.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceeton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. **Service Descriptions (Cont'd)**

3.9 **Custom Calling Features (cont'd)**

Distinctive Ring

Distinctive Ring allows you to assign one or two additional numbers to a single line so that each household member can have his or her own ring.

Message Waiting Indicator

The Message Waiting Indicator provides either a stutter dial tone for the end user on the associated access line(s), or a signal to activate/deactivate a message waiting light on the end user's telephone set.

Per Call Number Privacy

Per Call Number Privacy enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a pre-assigned access code before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number.

There is no charge for Per Call Number Privacy.

Per Line Number Privacy

Per Line Number Privacy prevents the disclosure of the subscriber's telephone number to the called party. Per Line Number Privacy is applicable on all outgoing calls placed from the subscriber's line. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number.

Per Line Number Privacy will be available for subscription to all eligible customers at the rates in shown in this section. Per Line Number Privacy will be provided at no monthly charge to subscribers of nonpublished service.

Priority Call

Priority Call provides a unique ringing pattern to the subscribing Customer for up to six (6) predetermined telephone numbers. The Customer creates a screening list of up to six (6) telephone numbers and places them in the network memory through an interactive dialing sequence. The Customer may also activate the service after receiving a call, and thus place the number associated with the call on the Priority Call list without entering the calling number. The Customer must dial a special code to activate or to deactivate the Priority Call service. When the service is activated and a call is received from one of the predetermined telephone numbers, the Customer is alerted with a unique ringing pattern. Calls from telephone numbers not included on the screening list will produce a normal ring.

If the Customer subscribes to Call Waiting and a call is received from a telephone number on the Priority Call screening list while the line is in use, the Call Waiting tone will also be unique, where facilities permit.

When a telephone number on the Priority Call screening list also appears on the Priority Forward list, the Priority Forward service will take precedence and the call will be forwarded. Likewise if the same number is on the Call Block list, the Call Block service will take precedence and the call will be blocked.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. **Service Descriptions (Cont'd)**
3.9 Custom Calling Features (cont'd)

Priority Forward

Priority Forward allows the customer to transfer up to six (6) selected telephone numbers to one other number. A screening list of up to six (6) numbers is created by the Customer and placed in the network memory through an interactive dialing sequence. The Customer may also activate the service after receiving a call, and thus place the number associated with the call on the Priority Forward list without entering the calling number. The Customer must dial a special code to activate or to deactivate the Priority Forward service. When the service is activated, calls are forwarded to the designated telephone number only if the calling number can be obtained and is found to match a number on the screening list. The Priority Forward Customer is responsible for any applicable local or toll usage charges.

When a telephone number on the Priority Forward screening list also appears on the Call Block List, the Call Block service takes precedence and the call will be blocked. When a telephone number is on the Priority Forward screening list and also appears on the Priority Call list, the Priority Forward service will take precedence and the call will be forwarded.

Quiet Tune

Quiet Time is an optional feature available to residential customers. It allows subscribers to block incoming calls from ringing their telephone line during time periods specified by the subscriber. Subscribers have the option to either set a daily schedule for the Quiet Time service to be active to block incoming calls on their line through a telephone user interface (TUI) or to use specific star codes to activate/deactivate Quiet Time on an as-needed basis.

Subscribers have the option to allow callers to ring through when Quiet Tune is active. Callers can ring through by entering a subscriber-specific password after the call has been connected or by calling from a telephone number in a subscriber-set priority list.

During service set up, subscribers may choose one of the following announcement options for call treatment if the caller does not initially ring through:

- a. Connection to Call Forward Don't Answer (Applicable for Call Forwarding Don't Answer subscribers only) - If the subscriber has messaging service, the caller may stay on the line and leave a message.
- b. Generic Announcement - Callers hear a generic announcement indicating the customer is not available.
- c. Emergency Breakthrough - Callers hear a generic announcement indicating the customer is not available and have the option to key in a code to connect the call in emergency situations.

Through the TUI, the subscriber can:

- Activate or deactivate the Quiet Tune schedule.
- Change the password that gives the subscriber access to the TUI.
- Choose the announcement option.
- Create/edit/delete caller breakthrough password.
- Create/edit/delete priority breakthrough caller telephone number List.
- Create/edit/delete the Quiet Tune schedule.
- Deactivate/activate Quiet Time service on either all of the Distinctive Ring numbers or none of the Distinctive Ring numbers on the line. (Only applicable for Quiet Time Subscribers who also subscribe to Distinctive Ring).

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceeton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. Service Descriptions (Cont'd)

3.9 Custom Calling Features (cont'd)

Repeat Dialing (*66)

Repeat Dialing automatically redials the last outgoing number after the Customer activates the service by dialing a Special code (*66). Repeat Dialing is a way of keeping track of a busy line and performing call set-up when both originating and terminating lines become idle. The Customer must dial a special code before placing another outgoing call to activate the service. If the called line is idle, the call completes immediately and the Repeat Dialing request is complete irrespective of whether or not the called party answers. If the called line is busy, the Customer is notified when the Repeat Dialing service has been activated. The Repeat Dialing request is queued and placed on the Customer's list of queued Repeat Dialing requests in the central office. The called line is then monitored until one of the following occurs:

- a. The called line becomes idle. When this occurs, the customer's line is checked and if it also is idle, the Customer is given a special ringback. Upon answering the ringback, call setup is attempted.
- b. The central office equipment deactivates the Repeat Dialing request upon unanswered ringback, or the thirty (30) minute time limit for queuing is reached and the request times out.
- c. A deactivation code is dialed which removes all current Repeat Dialing activations. When the Repeat Dialing service is active, both the calling and called parties may originate and receive calls without affecting the Repeat Dialing service status. This service can also be used to recall a called party after the conversation has been terminated.

Reveal Privacy Management Service

Reveal Privacy Management Service (Reveal) is available to residential and nonresidential service customers who subscribe to Caller ID Name and Number. Reveal intercepts incoming calls to the subscriber which would normally appear as "private," "unavailable," "out of area" or "anonymous" on the Caller ID unit and asks the caller to enter a telephone number.

If the number entered in response to Reveal's request has a match in the Caller ID database, this information will appear on the Caller ID unit. An asterisk will also appear to indicate that the number was provided using Reveal and may not be the originating telephone number. If the telephone number is not in the database, the entered telephone number and an asterisk will appear on the Caller ID unit. When possible, the corresponding city and state will appear with the entered telephone number.

Reveal can be turned off and on by the subscriber when not on an active call by using *99 and *98 respectively.

Calls to Reveal service subscribers (when Reveal is activated) will be disconnected if the calling party does not enter a telephone number when prompted by the Reveal service announcement.

Speed Calling

Speed Calling permits the Customer to place local and toll calls to a preselected group of telephone numbers by dialing abbreviated codes.

Speed Calling is provided in capacities of eight or thirty telephone numbers.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceeton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

3. **Service Descriptions (Cont'd)**

3.9 **Custom Calling Features** (cont'd)

Talking Call Waiting

Talking Call Waiting Service is a feature that allows a residential subscriber on a call in progress, upon receiving a tone signal indicating that another call is waiting, to hear the name of the second calling party. The name is spoken to the subscriber directly after the call waiting tone is sent. The Talking Call Waiting subscriber does not need to hit the flash button in order to hear the spoken name of the incoming caller. The subscriber has the option to accept the incoming call by placing the existing call on hold (depressing the switch hook) and answering the waiting call or to ignore it.

Three Way Calling

Three Way Calling permits the Customer to add a third party to an existing connection, thus establishing a three-way conference call. Because of transmission limitations, it is recommended that not more than one of the parties included in a three-way conference call be outside the local service area of the Customer establishing the call.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

4. Promotional Offerings

Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The wavier of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

5. Service Area Maps

5.1 AT&T Ohio Service Area Map

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

5. Service Area Maps (contd.)

5.2 Verizon North Service Area

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

PRICE LIST

1. Local Exchange Service – Monthly Rates and Charges

1.1 Flat Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$46.25	\$25.95
Additional Lines		\$25.95

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$48.00	\$17.95
Additional Lines		\$17.95

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$49.75	\$18.95
Additional Lines		\$18.95

1.2 Measured Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$30.25	\$8.80
Additional Lines		\$8.80

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$32.00	\$9.25
Additional Lines		\$9.25

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$33.75	\$9.75
Additional Lines		\$9.75

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

PRICE LIST

2. Non-Recurring Charges

	<u>Business NRC</u>	<u>Residence NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

3. Custom Calling Service Features

Charges per line:

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Call Forwarding (CF) Variable			\$4.00	\$8.50
CF Anywhere			\$5.00	\$8.50
CF Don't Answer			\$1.75	\$8.50
CF Busy Line			\$1.75	\$8.50
Call Waiting			\$6.00	\$8.50
Call Waiting Deluxe			\$6.00	\$8.50
Three-way Calling			\$4.00	\$8.50
Speed Calling - 8 number			\$4.00	\$8.50
Speed Calling - 30 number			\$4.00	\$8.50
Call Transfer			\$4.00	\$8.50
Talking Call Waiting			\$3.00	\$8.50
Message Waiting Indicator			\$0.25	\$8.50
Distinctive Ring				
1 number			\$4.00	\$8.50
2 numbers			\$4.00	\$8.50

Pay Per Use

Residential

Three-way Calling \$0.95

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

PRICE LIST

4. Advanced Custom Calling Features

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Repeat Dialing			\$4.00	\$8.50
Priority Call			\$4.00	\$8.50
Priority Forward			\$4.00	\$8.50
Call Block			\$4.00	\$8.50
Call Return			\$4.00	\$8.50
Caller ID			\$7.00	\$8.50
Per Call Number Privacy			N/C	N/A
Per Line Number Privacy				
Each non-published line, on request			N/C	\$6.50
Each line other than non-published			\$1.00	\$6.50
Call Trace			N/C	\$6.50
Calling Name (w/ ACR)			\$7.00	\$8.50
Calling Name and Number (w/ ACR)			\$7.00	\$8.50
Anonymous Call Rejection (ACR)			\$4.00	\$8.50
Reveal Privacy Management			\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

Pay Per Use

	<u>Residential</u>
Repeat Dialing	\$0.95
Call Return	\$0.95
Call Trace, successful	\$1.50

5. Directory Assistance

Each call to Directory Assistance will be charged as follows:

	<u>Per Call</u>
Local DA	\$0.50
DA Call Completion	\$0.50

6. Directory Listings	<u>Actual NRC</u>	<u>Actual MRC</u>
Additional Listing	\$12.37	\$4.50

7. Dishonored Check Charge	
\$20.00 per occurrence.	

8. Reserved for future use.	
-----------------------------	--

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

Mountain Communications, LLC
P.U.C.O. NO. 1

PRICE LIST

9 **Directory Assistance**

\$.50 per call.

10 **Late Payment Penalty**

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff. Late payment penalties will be assessed in compliance with the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC) and will be applied without discrimination. (Please note that a late payment fee may only be applied to regulated charges not paid at least nineteen days after the postmark on the bill. In addition, late payment fees may not be applied to the following: any portion of the bill that is in bona fide dispute; any previous late payment fee included in the amount due or; in service establishment charges for lifeline services. Nothing stated in these parentheses needs to be included in the tariff.

11. **Special Promotions**

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

MOUNTAIN COMMUNICATIONS, LLC
DETARIFFED NON-RESIDENTIAL SERVICES CATALOG
NON-TARIFF RATES

1. National DA service \$0.50

2. Long Distance Service

Outbound dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company

\$0.07 per minute

3. Outbound 1+ and Inbound 8XX Service

Outbound 1+ service: Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

Inbound 8XX Service: is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location.

Plan Name	<u>ProcomA</u>	<u>ProcomB</u>	<u>ProcomC</u>
Rate Per Minute:	\$0.049	\$0.045	\$0.049
Initial Billing Increment:	6 seconds	60 seconds	6 seconds
Additional Billing Increments:	6 seconds	60 seconds	6 seconds
8XX Number Monthly Fee:	\$0.490	\$0.490	\$0.490
Monthly Usage Requirement:	\$15.00	\$15.00	4+ lines
Low Usage Fee *	\$0.99	\$0.99	\$0.99

The rate per minute stated above reflects an automatic fifty-percent (50%) discounted rate which remains in effect unless and until the customer becomes delinquent in payment of the account. If an account becomes delinquent, the fifty-percent (50%) discount is null and void and the customer will be charged at the full rate per minute for all future calls. Customer will be notified at the time they sign up for service that if they become delinquent in payments they will be charged the higher rate.

* Applies when monthly usage falls below the monthly usage requirements stated above for the applicable plan. Low usage fees are waived for customers utilizing online billing.

4. Travel/Calling Card Rates

\$0.119 per minute.

Billed in 6 second increments or 60 second increments depending on the long distance plan customer is signed up for.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

**MOUNTAIN COMMUNICATIONS, LLC
DETARIFFED NON-RESIDENTIAL SERVICES CATALOG
NON-TARIFF RATES**

5. Local Flat Rate Service

A. Rate Band 1

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$46.25	1-Noncore
Fourth Line and above	\$46.25	2

B. Rate Band 2

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$48.00	1-Noncore
Fourth Line and above	\$48.00	2

C. Rate Band 3

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$49.75	1-Noncore
Fourth Line and above	\$49.75	2

6. Basic Local Measured Rate Services

A. Rate Band 1

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$30.25	1-Noncore
Fourth Line and above	\$30.25	2

B. Rate Band 2

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$32.00	1-Noncore
Fourth Line and above	\$32.00	2

C. Rate Band 3

	<u>Business MRC</u> <u>Actual</u>	<u>Tier</u>
Second and Third Lines	\$33.75	1-Noncore
Fourth Line and above	\$33.75	2

7. Non-Recurring Charges

	<u>Business NRC</u> <u>Actual</u>	<u>Tier</u>
Exchange Access Line, 2 nd - 3 rd Lines	\$49.75	1-Noncore
Service Change 2 nd - 3 rd Lines	\$12.25	1-Noncore

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

MOUNTAIN COMMUNICATIONS, LLC
DETARIFFED NON-RESIDENTIAL SERVICES CATALOG
NON-TARIFF RATES

8. Custom Calling Service Features

Charges per line:	Bus. MRC	Bus. NRC	Tier
Call Forwarding (CF) Variable	\$5.00	\$8.50	2
CF Anywhere	\$7.00	\$8.50	
CF Don't Answer	\$3.00	\$8.50	2
CF Busy Line	\$3.00	\$8.50	2
Call Waiting	\$5.75	\$8.50	2
Call Waiting Deluxe	\$5.75	\$8.50	2
Three-Way Calling	\$4.00	\$8.50	2
Speed Calling - 8 number	\$4.00	\$8.50	2
Speed Calling - 30 number	\$4.00	\$8.50	2
Call Transfer	\$4.00	\$8.50	2
Talking Call Waiting	N/A		
Message Waiting Indicator	\$0.25	\$8.50	2
Distinctive Ring			
1 number	\$4.00	\$8.50	2
2 numbers	\$400	\$8.50	2
Pay Per Use:			
Three-way Calling	\$0.95		

9. Advanced Custom Calling Features

	Bus. MRC	Bus. NRC	Tier
Repeat Dialing	\$4.00	\$8.50	2
Priority Call	\$4.00	\$8.50	2
Priority Forward	\$4.00	\$8.50	2
Call Block	\$4.00	\$8.50	2
Call Waiting	\$5.75	\$8.50	
Call Return	\$4.00	\$8.50	2
Caller ID	\$8.00	\$8.50	2
Per Line Number Privacy			
Each non-published line, on request	N/C	\$6.50	1-Noncore
Each line other than non-published	\$1.00	\$6.50	1-Noncore
Call Trace	N/A	\$6.50	1-Noncore
Calling Name (w/ ACR)	\$8.00	\$8.50	2
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	2
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	2
Reveal Privacy Management	\$4.00	\$8.50	2
Quiet Time	N/A	N/A	2
Pay Per Use			
	Business		
Repeat Dialing	\$0.95		
Call Return	\$0.95		
Call Trace, successful	\$1.50		

10. Reserved for future use.

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

**MOUNTAIN COMMUNICATIONS, LLC
DETARIFFED NON-RESIDENTIAL SERVICES CATALOG
NON-TARIFF RATES**

11. Directory Listings - Business

	NRC	MRC
Additional Listing	\$12.37	\$4.50
Non-published	\$12.37	\$1.96

ISSUED: May 1, 2008

EFFECTIVE: June 5, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69 G
Bruceton Mills, WV 26525

MOUNTAIN COMMUNICATIONS, LLC

REGULATIONS SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMPETITIVE ACCESS COMMUNICATIONS SERVICES WITHIN

THE STATE OF OHIO

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access telecommunications services furnished by Mountain Communications, LLC ("Mountain" or "Company") to and from points in the state of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, Route 3, Box 69G, Bruceton Mills, WV 26525.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

TABLE OF CONTENTS

TABLE OF CONTENT	2
CHECKSHEET	4
AREAS SERVED	5
EXPLANATION OF TERMS	10
TARIFF FORMAT	10
SECTION 1 GENERAL REGULATIONS.....	11
1.1 APPLICATION OF TARIFF.....	11
1.2 DEFINITIONS.....	12
1.3 UNDERTAKING OF THE COMPANY.....	16
1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE	19
SECTION 2 RULES AND REGULATIONS.....	21
2.1 USE OF FACILITIES AND SERVICE	21
2.2 MINIMUM PERIOD OF SERVICE	23
2.3 PAYMENT FOR SERVICE RENDERED	24
2.4 DEPOSITS	25
2.5 ADVANCE PAYMENTS	26
2.6 INSPECTION, TESTING AND ADJUSTMENT	27
2.7 SUSPENSION OR TERMINATION OF SERVICE	28
2.8 OBLIGATIONS OF THE CUSTOMER	32
2.9 DETERMINATION OF MILEAGE.....	36
SECTION 3 SWITCHED ACCESS SERVICE	39
3.1 GENERAL.....	39
3.2 RATE CATEGORIES	39
3.3 OBLIGATIONS OF THE COMPANY	39
3.4 OBLIGATIONS OF THE CUSTOMER	41
3.5 RATE REGULATIONS.....	42
3.6 RATES AND CHARGES.....	43
SECTION 4 SPECIAL ACCESS SERVICE	44
4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE	44
4.2 SPECIAL CONSTRUCTION	47
4.3 CUSTOMER ACCEPTANCE	47

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

4.4	BASIS OF RATES AND CHARGES.....	48
4.5	OBLIGATIONS OF THE COMPANY	49
4.6	RATE REGULATIONS.....	51
4.7	SERVICE DESCRIPTIONS	55
4.8	RATES AND CHARGES.....	57
4.9	SERVICE TRANSFER CHARGES	59
4.10	DEDICATED 9 1 1 TRANSPORT SERVICE	60
SECTION 5	CARRIER COMMON LINE ACCESS SERVICE	63
5.1	GENERAL.....	63
5.2	LIMITATIONS.....	63
5.3	APPLICATION OF INTRASTATE CHARGES	63
5.4	RATES AND CHARGES	63
SECTION 6	SPECIAL ARRANGEMENTS	64
6.1	SPECIAL CONSTRUCTION	64
6.2	NON-ROUTINE INSTALLATION AND/OR MAINTENANCE ..	64
6.3	INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	64
SECTION 7	RESERVED FOR FUTURE USE.....	68
SECTION 8	BILLING AND COLLECTION	69
8.1	GENERAL.....	69
8.2	RECORDING SERVICE.....	65
8.3	BILLING NAME AND ADDRESS SERVICE	75

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

CHECKSHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original	54	Original
5	Original	30	Original	55	Original
6	Original	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	Original	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original	66	Original
17	Original	42	Original	67	Original
18	Original	43	Original	68	Original
19	Original	44	Original	69	Original
20	Original	45	Original	70	Original
21	Original	46	Original	71	Original
22	Original	47	Original	72	Original
23	Original	48	Original	73	Original
24	Original	49	Original	74	Original
25	Original	50	Original	75	Original

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Conesville	Hillcrest	Miamisburg-West
Akron	Corning	Hilliard	Carrollton
Alliance	Coshocton	Hillsboro	Middletown
Alton	Dalton	Holland	Milledgeville
Arabia	Danville-Highland	Hubbard	Mingo Junction
Atwater	Dayton	Independence	Mogadore
Barnesville	Dayton	Ironton	Monroe
Beallsville	Donnelsville	Jamestown	Montrose
Beavercreek	Dresden	Jeffersonville	Murray City
Bedford	Dublin	Kent	Navarre
Belfast	Duffy	Kirtland	Nelsonville
Bellbrook	East Liverpool	Lancaster	New Carlisle
Belpre	East Palestine	Leetonia	New Holland
Berea	Enon	Leroy	New Lexington
Bethesda	Fairborn	Lewisville	New Matamoras
Bloomington	Findlay	Lindsey	New Riegel
Bloomington	Fletcher-Lena	Lisbon	New Waterford
Bowersville	Fostoria	Lockbourne	Newcomerstown
Burton	Franklin	London	Newport
Canal Fulton	Fremont	Louisville	Niles
Canal Winchester	Fultonham	Lowellville	North Canon
Canfield	Gahanna	Magnolia-	North Hampton
Canton	Gallipolis	Waynesburg	North Lima
Carroll	Gates Mills	Manchester (SUM)	North Royalton
Castalia	Girard	Mantua	Norwich
Cedarville	Glenford	Marietta	Olmsted Falls
Centerville	Gnadenhutten	Marlboro	Painesville
Chagrin Falls	Graysville	Marshall	Perrysburg
Cheshire	Greensburg	Martins Ferry-	Philo
Chesterland	Grove City	Bridgeport	Piqua
Christiansburg	Groveport	Massillon	Pitchin
Cleveland	Guyan	Maumee	Rainsboro
Columbiana	Harrisburg	Medway	Ravenna
Columbus	Hartville	Mentor	Reynoldsburg

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Rio Grande
Ripley
RogersRootstown
Roseville
RushvilleSalem
Salineville
Sandusky

Sebring

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below

Sharon
Shawnee
Somerset
South Charleston
South Solon
South Vienna
Spring Valley
Springfield
St. Clairsville
Steubenville
Strongsville
Sugar Grove
Sugar Tree Ridge Terrace
Thornville
Tiffin
Toledo
Toronto
Tremont City
Trenton
Trinity
UlrichsvilleUniontown
Upper Sandusky
Vandalia
Victory
Vinton
Walnut
Washington Court House
Wellsville
West Jefferson
West Lafayette
Westerville
Whitehouse
Wickliffe
Willoughby
Winchester
Woodsfield
Worthington
Xenia
Yellow Springs-Clifton
Youngstown
Zanesville

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Local Exchange Service will be offered in
the Ohio counties served by Verizon North
as listed below

Adena	Bowling Green	Crestline	Grafton
Albany	Bremen	Creston	Grand Rapids
Amanda	Brewster	Curtice-Oregon	Gratis
Amesville	Brilliant	Decatur	Green Camp
Amsterdam	Brookville	Delaware	Greenfield
Antwerp	Brunswick	Dellroy	Greenwich
Arlington	Bryan	Dexter City	Guysville
Ashland	Burbank	Dillonvale-Mt.	Hamersville
Ashley	Byesville	Pleasant	Hanoverton
Ashville	Cadiz	East Rochester	Harlem Springs
Athens	Caldwell	Edgerton	Harpster
Attica	Cambridge	Edon	Haskins-Tontogany
Baltic	Carey	Elmore	Hayesville
Baltimore	Carrollton	Englewood	Helena
Barlow	Catawba	Evansport	Hicksville
Beach City	Celina	Farmersville	Higginsport
Beaver	Chatham	Fayette	Homerville
Bellevue	Chauncey	Felicity	Homeworth
Bergholz	Chesapeake	Flushing	Huron
Berlin	Cheshire Center	Forest	Idaho
Berlin Heights	Circleville	Fort Recovery	Jackson
Bettsville	Clarksville	Freeport	Jenera
Beverly	Clyde	Galion	Jewett
Blanchester	Coldwater	Garrettsville	Kelleys Island
Bloomville	Congress	Genoa	Kilbourne
Bolivar	Convoy	Georgetown	Knoxville
Bowerston	Cooperdale	Gibsonburg	Lakeville

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

LaRue	Minster	Pioneer	Summerfield
Laura	Monroeville	Plain City	Sylvania
Laurelville	Montpelier	Pleasantville	The Plains
Leesburg	Montrose	Plymouth	Tiltonsville
Letart Falls	Morning Sun	Polk	Tipp City
Lewisburg	Morral	Pomeroy	Trotwood
Liberty	Mowrystown	Port Clinton	Troy-Tipp City
Lodi	Mt. Blanchard	Portland	Troy
Logan	Mt. Orab	Portsmouth	Valley City
Loudonville	Nevada	Port William	Van Buren
Lowell	New Bremen	Prospect	Wadsworth
Lower Salem	New Burlington	Put-In-Bay	Wakeman
Lynchburg	New Concord	Radnor	Waldo
Malvern	New Lebanon	Rathbone	Warsaw
Manchester	New London	Rawson	Watertown
Marblehead	New Marshfield	Red Haw	Waverly
Maria Stein	New Philadelphia	Republic	Wayne-Bradner
Marion	New Vienna	Resaca	Wellington
Martinsville	New Washington	Richmond	Wellston
McArthur	Ney	Richwood	West Alexandria
McComb	North Baltimore	Russellville	Westfield Center
Mechanicsburg	North Eaton	Sabina	West Milton
Mechanicstown	North Georgetown	Sardinia	Weston
Medina	North Star	Savannah	West Salem
Local Exchange	Norwalk	Scio	West Union
Service will be offered	Oak Harbor	Scott	West Unity
in the Ohio counties	Oak Hill	Seaman	Wharton
served by Verizon	Oberlin	Seville	Wilkesville
North as listed below	Ohio City	Shade	Willard
	Ostrander	Sharon Center	Williamsport
	Oxford	Sinking Spring	Willshire-Wren
	Paris	Smithfield	Wilmington
	Payne	Spencer	Wilmot
Mendon	Peebles	Spencerville	Winona
Milan	Pemberville	St. Henry	Woodstock
Millersport	Perrysville	St. Marys	Yorkshire
Mineral City	Phillipsburg	Strasburg	
Minerva	Piketon	Sugarcreek	

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

RESERVED FOR FUTURE USE

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only
- (S) Indicates Reissued Matter.

TARIFF FORMAT

1.1
1.1.1
1.1.1.A.
1.1.1.1.1
1.1.1.1.1.1

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 1 GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by Mountain Communications, LLC to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 1 - GENERAL REGULATIONS (CONT'D)**1.2. DEFINITIONS**

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form IOXXX, 10XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION- The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL- A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO -Public Utilities Commission of Ohio.

Issued: May 1, 2008**Effective:** June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

COMPANY- Mountain Communications, LLC.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

premises.

SECTION - GENERAL REGULATIONS (CONTD)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service on a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service on a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

normally obtains dial tone from the Company.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

SECTION 1 - GENERAL (CONT'D)**1.3 UNDERTAKING OF THE COMPANY**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.1 Limitations of 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 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, and will include such interest as might be required by Commission rules.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 1 - GENERAL REGULATIONS (CONT'D)**1.3 UNDERTAKING OF THE COMPANY (cont'd)**

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to:
- 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, except as contracted by the Company;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 5) 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 paragraph "A." of this Subsection 1.3.1;
 - 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

- 7) 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;
 - 8) Any noncompletion of calls due to network busy conditions;
 - 9) Any calls not actually attempted to be completed during any period that service is unavailable; and
 - 10) Any other claim resulting from any act or omission of the Customer or of the Customer relating to the use of the Company's services or facilities.
- E. The Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; any terrorist activity, other criminal acts or other force majeure event; shall be governed by the Commission's rules and regulations.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY(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.
- G. 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.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. 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 Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

1.4.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 1.4.2 following. A service is interrupted when it becomes inoperative to the Customer, 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. All credit allowances shall be in compliance with applicable requirements.
- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, 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.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

1.4.2 Limitations of Allowances

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

- 1) Occurs as a result of a negligent or willful act on the part of the Subscriber;
- 2) Occurs as a result of a malfunction of Subscriber-owned telephone equipment;
- 3) Occurs as a result of military action, wars, insurrections, riots, strikes or other force majeure event; and
- 4) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

All adjustments will be made in accordance with the Commission requirements.

1.4.3 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.

1.4.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 1.4.2, if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rate part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of $1/720^{\text{th}}$ of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Credit= A/720 x B

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

1.4.5 Application of Credits for Interruptions in Service

- D. No credits will be provided for usage sensitive services.
- E. Cellular and other wireless transmission and Internet-based calling is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls that experience problems related to cellular or other wireless transmissions or for calls that experience problems related to Internet-based communications including but not limited to those calls that transcend wireline and Voice Over Internet Protocol ("VOIP") networks.

1.4.6 Cancellation For Service Interruption

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

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

SECTION 2 RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth in Section 2.7.4 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff (examples of these conditions are more fully set forth in Section 2.1.1 of this tariff), shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.7.1 below.
- 2.3.4 Disputed Charges
- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
 - B. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
 - C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in Section 2.3.1.
 - D. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.3.1.
 - E. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
 - F. The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES REGULATIONS (CONT'D)

2.3.4 Disputed Charges (cont'd)

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules and procedures. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793
Telephone: (614) 466-3292

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES AND REGULATIONS (CONT'D)**2.4 DEPOSITS**

- 2.4.1 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. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.
- 2.4.2 Any deposit required by the Company shall not exceed two times the anticipated monthly recurring revenue to be paid by the Customer.
- 2.4.3 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- 2.4.4 The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- 2.4.5 The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- 2.4.6 The Company will pay interest at the rate permitted by law.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)

RESERVED FOR FUTURE USE.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 INSPECTION, TESTING AND ADJUSTMENT

- 2.6.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.6.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.6.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONTD)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

2.7.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer ten (10) business days to respond to such notice, may terminate service and sever the connection from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

satisfies the indebtedness within 20 days after notification.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use

C. Abandonment

1. If it is determined that facilities have been abandoned the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSIONOR TERMINATIONOF SERVICE (Cont'd)

3. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow up to a request made by telephone.

2.8 OBLIGATIONSOFTHE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.8.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.8.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.8.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONSOFTHE CUSTOMER (Cont'd)****2.8.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company record of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported for the period upon which the audit was based, the call detail records may be requested more than once annually.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.8.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.8.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use times the stated rate.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the designated premises.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 3 SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, a Customer toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES(CONT'D)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company. The following paragraphs describe the Local transport rate elements:

Local Transport –	Entrance Facility
	Tandem Switched Transport
	Direct Trunked Transport

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION3 - SWITCHED ACCESS SERVICE (CONTD)**3.2 RATE CATEGORIES(CONTD)****3.2.2 Local Transport (cont'd)****A.1 Local Transport – Entrance Facility**

A Local Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance facility category is comprised of a DS1 rate. A Local Transport Entrance-Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

A.2 Local Transport – Tandem Switched Transport

- (a) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.
- (b) The Tandem Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (c) Tandem Switched Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.

In addition, Tandem Switched Transport requires dedicated tandem trunk ports, end office trunk ports, and common multiplexing.

A Dedicated Tandem Trunk Port is provided for all facilities terminated on

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

the serving wire center side of the access tandem when the customer has requested tandem routing.

SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES(CONT'D)

3.2.2 Local Transport (cont'd)

A.2 Local Transport – Tandem Switched Transport

Common multiplexing is provided on a usage sensitive basis in conjunction with Tandem Switched Transport. Switched access facilities are connected to the tandem as DS1/T-1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

The End Office Trunk Ports used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The End Office Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)**3.2 RATE CATEGORIES(CONT'D)****3.2.2 Local Transport****A.3 Local Transport – Direct Trunked Transport**

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office as an option from the service wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport-Direct Trunked Transport rate category is comprised of the sum of a monthly fixed rate and a monthly per mile rate based on the facility provided.

3.2.2.1.A Toll Free (800) Data Base Access Service

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free 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 Interexchange Carrier Customer based on the dialed Toll-Free number. Records exchange, rating, and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)**3.2 RATE CATEGORIES(CONT'D)****(1) Customer Identification Charge**

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 3.6.1.

2. Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll-Free ten digit number. The charge is assessed to the Interexchange Carrier Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Delivery Charge is set forth in Section 3.6.1.

3.2.2.1.B Toll Free Inter-Exchange Delivery Service

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Interexchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 3.6.1 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

3.2.2.1.C. Pay Telephone Compensation

When a Toll-Free number is dialed from a payphone and carrier over the company's

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

facilities to an Interexchange Carrier Customer, the Interexchange Carrier Customer, or successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of report

SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES(CONT'D)

3.2.2.1.C. Pay Telephone Compensation

and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.3 OBLIGATIONS OF THE COMPANY**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.3 OBLIGATIONSOFTHE COMPANY (Cont'd)****3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order 3.5.2

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is 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 or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

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

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

A.	Local Switching	
	Per Access Minute Originating:	See Note 1
	Per Access Minute Terminating:	See Note 1
B.	Local Transport	
	Entrance Facility	See Note 1
	Tandem Switched Transport	See Note 1
	Direct Trunked Transport	See Note 1
C.	800 Data Base Access Service	
	Customer Identification Charge	See Note 1
	Toll Free Data Base Access Service	See Note 1
	Toll Free InterExchange Delivery Service	See Note 1
	Pay Telephone Compensation	See Note 1

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the Underlying Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's PUCO Switched Access Tariffs (AT&T Ohio Tariff No. 20, Part 21 and Verizon North's Ohio Tariff No. 2)

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE**4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE****4.1.1 Description**

Mountain's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Mountain's local rings to provide point-to-point dedicated connections between of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from to OC-192.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premises address (es);
- Billing name and address (when different from Customer name and address); and
- Customer contact and telephone for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONTD)**4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)****4.1.3 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.1.4 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONTD)**4.2 SPECIAL CONSTRUCTION****4.2.1 General**

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.3 CUSTOMER ACCEPTANCE

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.4 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates;
- C. Termination Liabilities.

Termination liabilities may include the following:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easement.
2. License preparation, processing and related fees;
3. Cost of removal and restoration, where appropriate; and
4. Any other identifiable costs related to the specially constructed or rearranged facilities.
5. Termination of Liability: 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.

4.4.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

1. equipment and materials provided or used;
2. engineering, labor and supervision;
3. transportation;
4. rights of way; and shipping and delivery.

CTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONSOFTHE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.5.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY (Cont'd)

4.5.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

4.6 SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)
RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.6.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity installation or change to an existing service).

4.6.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.6.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements. See Section 4.8.1.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONTD)**4.6 RATES AND REGULATIONS (Cont'd)****4.6.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.6.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without notice to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (Cont'd)

4.6.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- A. Obtain the "V" and "H" coordinates for each rate center.
- B. Obtain the difference between the "V" coordinates of the two rate centers.
Obtain the difference between the coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- C. Square each difference obtained in B above.
- D. Add the squares of the difference and the difference obtained in c.
above.
- E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)**4.7 SERVICE DESCRIPTIONS****4.7.1 Wideband Digital Data Service (1.544 Mbps)**

Wideband Digital Data Service (WDDS) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day, seven days a week).

4.7.2 Rate Descriptions

There are two basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

A. Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

B. Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

C. Additional Features

Additional features may include multiplexing.

Multiplexing – the transmission of two or more signals over a single channel

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS-(Cont'd)

4.7.3 Measurement of Access Minutes

- A. When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence with the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g. cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS (Cont'd)

4.7.4 Reserved for Future Use

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.8 RATES AND CHARGES

4.8.1 Wideband Digital Data Service (1.544 Mbps)

		Installation Charges	Monthly Recurring
A.	Local Channel	\$750.00	\$350.00
B.	Interoffice Channel		
1	Fixed		
	Monthly Fixed Rates:		\$175.00 per month
2	Mileage-Sensitive, Per Mile		
	Mileage Bands		
	0	\$0.00	\$0.00
	Over 0 to 1	\$0.00	\$50.00
	Over 1 to 3	\$0.00	\$50.00
	Over 3 to 5	\$0.00	\$50.00
	Over 5 to 15	\$0.00	\$50.00
	Over 15 to 25	\$0.00	\$50.00
	Over 25	\$0.00	\$50.00
3	Additional Features		
	Multiplexing		
	DS 1 to Voice	\$0.00	\$250.00
	DS 1 to DSO	\$0.00	\$300.00

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONTD)

4.8 RATES AND CHARGES (cont'd)

4.8.2 Reserved for Future Use

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.9 RESERVED FOR FUTURE USE

4.9.1 Reserved for Future Use.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 4 SPECIAL ACCESS SERVICE (CONTD)

4.10 Reserved for future use.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 6 SPECIAL ARRANGEMENTS**6.1 SPECIAL CONSTRUCTION****6.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) 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;

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

- 4) Administrative expenses, taxes on the basis of reasonable average cost for these items;
 - 5) License preparation, processing and related fees;
- SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

6.1.3 Termination of Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based shall be the full term of the contract between the Company and the Customer.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
 - 2 License preparation, processing and related fees;
 - 3. Cost of removal and restoration, where appropriate; and
 - 4. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B. preceding shall be adjusted to reflect the

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

D. Termination of Liability

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.

6.1.4 Reserved for Future Use.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)**6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. Any such contract will be filed with the Commission and be made available to similarly situated customers.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 7 RESERVED FOR FUTURE USE.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 8 BILLING AND COLLECTION**8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change. Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 8 BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)**

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

- 1 Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- 2 The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3 The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4 The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5 Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure,

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

followed by a letter within thirty (30) days confirming findings.

SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

- 1 In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- 2 An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission

Dated June 4, 2008 in Case 08-0563-TP-ACE

Larry Sisler, President

Route 3, Box 69G

Bruceton Mills, WV 26525

SECTION 8 BILLING AND COLLECTION (CONT'D)**8.3 BILLING NAME AND ADDRESS SERVICE**

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

Issued: May 1, 2008**Effective: June 5, 2008**

**Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525**

SECTION 8 BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)**

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class US Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- A. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

records.

SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE.(CONT'D)

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 8 BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)**

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. 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. Except 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). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those 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 percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

Issued: May 1, 2008**Effective: June 5, 2008**

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

SECTION 8 BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)****8.3.3 Rate Regulations**

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge, as described below in Section F., applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in rate schedule Section F. following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.
- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.
- F. Rates:
- | | |
|-----------------------------------|--------|
| Recording, per customer message | Note 1 |
| ANI, per attempt | Note 1 |
| BNA | |
| service establishment charge | Note 1 |
| query charge per telephone number | Note 1 |

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525

Note 1 – The Company’s switched access rates mirror the current intrastate switched access rates of the Underlying Incumbent Local Exchange Companies (“ILEC”) which serves the territory in which the traffic originates or terminates, as set forth in that ILEC’s PUCO Switched Access Tariffs (AT&T Ohio Tariff No. 20, Part 21 and Verizon North’s Ohio Tariff No. 2)

Issued: May 1, 2008

Effective: June 5, 2008

Issued under authority of the Ohio Public Utilities Commission
Dated June 4, 2008 in Case 08-0563-TP-ACE
Larry Sisler, President
Route 3, Box 69G
Bruceton Mills, WV 26525