



February 24, 2012

Via Electronic Filing

Ms. Reneé J. Jenkins
Director of Administration
Secretary of the Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

RE: Approval of a Wireless Interconnection Agreement between Telephone Service Company and Cleveland Unlimited dba Revol, PUCO CASE # 12-0762-TP-NAG

Dear Ms. Jenkins:

Attached please find Telephone Service Company's negotiated Interconnection Agreement with Cleveland Unlimited dba Revol. The TRF Number for Telephone Service Company is 90-5039-TP-TRF.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly C. Klingler', is written over a light blue background.

Kimberly C. Klingler
Customer Care/Regulatory Supervisor

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Telephone Service Co.)
For Approval of a Wireless Interconnection Agreement)
Between Telephone Service Company & Cleveland)
Unlimited dba Revol.)

TRF Docket No. 90-5039-TP-TRF

Case No. 12 - 0762 - **TP** - NAG

NOTE: Unless you have reserved a Case #, leave the "Case No" fields
BLANK.

Name of Registrant(s) Telephone Service Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 2 Willipie St., PO Box 408

Company Web Address telserco.com

Regulatory Contact Person(s) Kimberly C. Klingler

Phone 4197392296

Fax 4197392299

Regulatory Contact Person's Email Address kimk@telserco.com

Contact Person for Annual Report Lonnie D. Pedersen

Phone 4197392227

Address (if different from above) _____

Consumer Contact Information Kimberly C. Klingler

Phone 4197392296

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
Other* (explain)			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, Telephone Service Company, and am authorized to make this statement on its behalf.

Lonnie D. Pedersen
(Name)

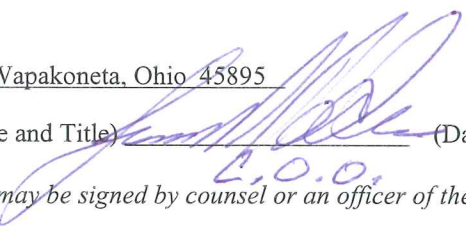
Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 2/24/12 at (Location) 2 Willipie St. Wapakoneta, Ohio 45895

*(Signature and Title) 

(Date) 2/24/2012

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Kimberly C Klingler verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Kimberly C. Klingler, Regulatory Supervisor

(Date) 2/24/12

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

Make such filing electronically as directed in Case No 06-900-AU-WVR

WIRELESS INTERCONNECTION AGREEMENT
BETWEEN

TELEPHONE SERVICE COMPANY
AND
Revol

This Interconnection / Compensation Agreement for Termination of Traffic ("Agreement") between Telephone Service Company and Cleveland Unlimited, Inc. d/b/a Revol ("Revol"), a Delaware corporation, being referred to collectively as the "Parties" and individually as "Party" does hereby provide:

Revol is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS") and provide such service to its end user customers and roamers in the State of Ohio" and

Telephone Service Company is a certified provider of local exchange service in the State of Ohio.

Telephone Service Company and Revol are entering into this Agreement pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended by, inter alia, the Telecommunications Act of 1996.

This Agreement established the terms, rates and conditions for the exchange of Local Service Area traffic between the network of Revol and the Network of Telephone Service Company.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

- 1.1 "Act" – The Communications Act of 1934 (47 U.S.C §151 et.seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") of Ohio Public Utility Commission ("Commission").
- 1.2 "CMRS" – Commercial Mobile Radio Service as defined in the ACT 47 C.F.R § 20.3.
- 1.3 "MTA" – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- 1.4 "Local Service Area" means, for Revol, Major Trading Area Number 5 (Detroit) and for Telephone Service Company, its local calling area contained in Telephone Service Company's then current General Subscriber Service Tariff. An NPA/NXX assigned to Revol shall be included in any EAS calling scope, or similar program to the same extent as any other ILEC's NPA/NXX in the same rate center provided that Revol assigns numbers from such NPA/NXX to customers within the Local Service Area of Telephone Service Company and Revol has radio frequency coverage to serve such customers.

- 1.5 "Local Telecommunications Traffic" – is defined for purposes of determining compensation under this Agreement as Local Service Area traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area, as defined in 47 CFR § 24.202(a), and (c) may be delivered to either Party using the facilities of a third-party tandem provider in lieu of a direct connection between the Parties provided that the customer of Revol is a two-way CMRS customer and received mobile service on a wireless, mobile basis as described in 47 U.S.C § 153.(27).

For purposes of determining whether traffic is Local Telecommunications Traffic, the origination point and the termination point on Telephone Service Company's network shall be the end office serving the calling or called party. The origination point and the termination point on Revol's network shall be the originating or terminating cell site, which services the calling or called party, at the beginning of the call.

- 1.6 "LEC" – For purposes of this Agreement, LEC or Local Exchange Carrier means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c), except to the extent that the Commission finds that such service should be included in the definition of such term. (47 U.S.C. § 153 (26)).
- 1.7 "LERG" – Local Exchange Routing Guide or "LERG" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

2.0 COMPENSATION ARRANGEMENT

- 2.1 For all Local Telecommunications Traffic transited over the Tandem and terminated on the network of either Telephone Service Company or Revol, the Party originating the Traffic shall pay the Party terminating the traffic a reciprocal and symmetrical rate ("Reciprocal Compensation") of \$ 0.018 per minute. The originating Party shall be solely responsible for any charges assessed by the third-party tandem provider to carry the call.
- 2.2 The traffic exchanged through an interexchange carrier ("IXC") is not covered under this Agreement.
- 2.3 The Parties agree to provide the information described in Attachment I to this Agreement, in the format and in accordance with the intervals also described in Attachment I. While some of the information also may be obtained from the transiting carrier, neither party has an obligation to obtain the information from the transiting carrier.

- 2.4 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

3.0 Direct Trunking

- 3.1 Revol shall have authority to provision direct trunk connections to Telephone Service Company at any time during the life of this Agreement and Telephone Service Company shall use its best efforts to cooperate and provision the connectivity at its end office or tandem switches to meet commonly accepted RBOC installation intervals.
- i. Such trunks shall be provisioned as two-way unless the Parties mutually agree to one-way trunks.
 - ii. Installation charges shall be assessed by both Parties based upon the percentage of traffic shared over the two-way facilities. At initial turn up Revol shall pay 100% of the installation on both ends of the facility since the traffic will be 100% mobile to land. Once there is traffic in the land to mobile direction, installation charges for augments will be assessed by both Parties based upon the traffic percentage split (ex. If the traffic split is 60% mobile-to-land and 40% land-to-mobile then Revol would pay 60% of the installation at the TSC end and TSC would pay 40% at the Revol end. Revol will mirror the TSC charges. Each Party shall pay the other the full installation rate for one-way trunks.
 - iii. Trunks will be provisioned in groups of 24 at a DS1 level and shall utilize DS1 trunk ports
 - iv. Revol shall have its choice to self-provision, lease facilities from a third party to Telephone Service Company's POI at Wapakoneta, or it may lease facilities from Telephone Service Company at the Telephone Service Company Toledo POI with Ameritech to the Telephone Service Company POI in their local franchise area (Wapakoneta) at the rate specified in Attachment 1.
 - v. When such direct connection is established Telephone Service Company agrees to allow Revol to order and rate wireless numbers at the Telephone Service Company wire center where the direct connection is established and to honor those codes as they would their own codes within their network for purposes of local calling scope.
 - vi. Signaling for direct trunk connections shall be SS7 and the Parties agree to use Sprint Local as the third party signaling hub provider for signaling. Each Party shall be responsible for any SS7 charges incurred from the SS7 hub provider for any connectivity and any messages for traffic that Party originates.

- 4.0 The Parties to this Agreement recognized that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. All such confidential

information must be clearly marked "Confidential" at the time it is provided to the other party. Each Party's agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business to any person without first securing the written consent of the other Party, unless such disclosure is required by lawful subpoena or order, and then, only after notice to the Party whose proprietary or confidential information will be disclosed, and an opportunity for such Party to object to the disclosure.

5.0 AUDIT AND REVIEW

5.1 Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

5.2 Each Party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

6.0

The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

7.0

The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain not within the control of the non-performing Party.

8.0 TERMINATION

8.1

The terms of this Agreement are in effect for a period of one (1) year beginning January 10, 2012. This Agreement shall automatically renew for period of six (6) months unless either Party provides the other Party with sixty (60) days written notice of its intent to renegotiate this Agreement. This Agreement shall remain in effect pending any renegotiation of this Agreement or negotiation of a new agreement.

8.2

(a) If either Party commits a material breach of this Agreement, the other Party may terminate the Agreement if the breach remains uncured thirty days after *receipt of written notice thereof*; (b) *in the case of a termination for breach*, each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.3

Additionally, either Party may terminate this Agreement effective on thirty (30) days prior written notice to the other Party.

- 9.0 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege
- 10.0 All references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third-party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- 11.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party or where all or substantially all of the assets of the Party are being acquired by a third party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement.
- 12.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this

Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with the other telecommunications carriers, and each Party shall be responsible for any and all of its own payments there under. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

- 13.0** The Parties understand and agree that this Agreement will be filed with the commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission under Section 252 (e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief or adjudicative relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

- 14.0** To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Telephone Service Company shall make available to Revol for a reasonable period of time any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which Telephone Service Company is a Party to, under Revol's agreement to the same terms and conditions as those provided in that agreement.

15.0 NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, returned receipt to the following address of the Parties:

To:
Cleveland Unlimited, Inc.
7165 East Pleasant Valley Road
Independence, OH 44131
Attn: Legal Department

To:
Telephone Service Company
Lonnie D. Pedersen, C.O.O.
2 Willipie Street
PO Box 408
Wapakoneta, OH 45895

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next

business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S mail.

16.0 AUTHORIZATION

16.1 Telephone Service Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2 The legal entities that are doing business as Revol for purposes of this agreement are legal entities duly organized, validly existing and have full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.0 Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. The Parties expressly reserve the right to renegotiate and conform this Agreement in the event that state or federal law that forms the basis for the Agreement shall be abolished or modified in any way.

18.0 Neither this Agreement, nor any actions taken by Revol or Telephone Service Company in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Revol and Telephone Service Company, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Revol or Telephone Service Company in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Revol and Telephone Service Company end users or others.

19.0 This Agreement shall be governed by the domestic laws of the State of Ohio without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or Ohio state court or Federal court, as appropriate.

20.0 The terms contained in this Agreement and any Attachments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

21.0 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

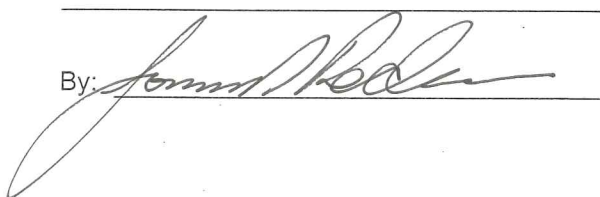
22.0 To obtain the mutual benefits set forth herein, both Parties worked diligently and made significant compromises. However, by entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative

proceedings regarding the proper interpretation and/or application of the Act,
including interpretation and/or application that may differ from the terms contained
within this Agreement.

This Agreement is executed as dated below.

Telephone Service Company

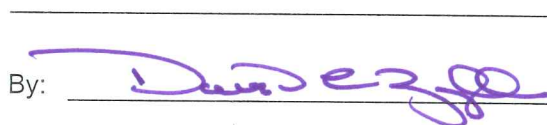
Revol

By: 

Lonnie D. Pedersen
(print name)

President
(title)

Date: 1/19/2012

By: 

DAVID L. ZYUKA
(print name)

CTO
(Title)

Date: 1/22/2012

**WIRELESS INTERCONNECTION AGREEMENT
BETWEEN
TELEPHONE SERVICE COMPANY AND Revol**

ATTACHMENT I – BILLING AND EXCHANGE OF INFORMATION

I. Usage:

- A. For the purpose of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual usage recorded by the terminating Party, or records/reports provided by the transiting LEC. If actual usage cannot be measured by the terminating Party and records/reports from the transiting LEC are not available, then actual usage recorded by the originating Party may be used as the basis for billing when available.
- B. Revol does not currently offer its customers numbers out of a rate center within Telephone Service Company's Local Service Area or EAS calling scope ("Local Land-to-Mobile Numbers"). Accordingly, land-to-mobile traffic exchange between the Parties is not currently subject to Reciprocal Compensation. Revol will notify Telephone Service Company thirty (30) days prior to offering its customers Local Land-to-Mobile Numbers.
- C. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and the ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage less traffic recorded as local that is non-Local Telecommunications Traffic.
- D. The monthly usage information and monthly billing statement will be mailed via the United States mail to the address provided by the receiving Party or in any other format agreed to by the parties.

II. Calculation of Payments and Billing:

- A. Revol shall compensate Telephone Service Company for Local Telecommunications Traffic originating on Revol's network and delivered to Telephone Service Company pursuant to this Agreement for termination to its customers, as prescribed and at the rates provided in Section 2.1. Telephone Service Company shall compensate Revol for Local Telecommunications Traffic delivered to Revol pursuant to this Agreement for termination on its network, as prescribed and at the rate provided in Section 2.1.
- B. Each Party will issue a monthly billing statement to the other Party showing, at a minimum, total minutes billed and the rates used to calculate the charges, and the total amount due.

- C. In the event that there is insufficient representative and verifiable data on the actual non-Local Telecommunications Traffic exchange between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 0% non-local traffic factor to the originated minutes of use as an estimate of the non-local traffic being exchanged. To the extent the Parties can measure or identify usage by originating or terminating Telephone Service Company exchange and Revol NPA/NXX(s), the Parties agree to the following:

- (1) Revol traffic originating outside the Detroit MTA and terminating to Telephone Service Company shall be treated as non-Local Telecommunications Traffic and shall be subject to terminating intrastate access charges billed by Telephone Service Company to Revol.
- (2) Telephone Service Company traffic originating in Telephone Service Company exchanges that do not have EAS to rate centers associated with Revol's NPA/NXX(s) are not covered under this agreement and are not subject to Reciprocal Compensation.

III. Payment and Billing Disputes:

- A. Payments of undisputed amounts are due within thirty (30) days of the bill date as shown on the face of the bill.
- B. A late payment penalty of the lesser of 1.5% per month and the maximum amount allowed by law will be imposed on all undisputed balances outstanding which are not paid within the thirty (30) day period.
- C. If any portion of any amount due to a Party under this Agreement is disputed, the Party disputing the bill shall give detailed written notice to the billing Party within ninety (90) days of receipt of the invoice containing the disputed amount. No dispute identified later than the thirty (30) day period for notice shall be valid, and the Parties agree not to pursue resolution of a dispute identified later than the 30-day notice period in any forum, including but not limited to the FCC, Commission, or court. In addition, the Parties agree that no action, regardless of form, may be brought by either Party more than one (1) year after the cause of action has accrued. The Parties waive the right to invoke any different limitation on bringing action provided under state or federal law, unless such waiver is otherwise barred by law. If the disputed amount is determined (by the Parties, FCC, Commission or court) to be due and payable, the unpaid amount plus interest of the lesser of 1.5% per month and the maximum amount allowed by law shall become due.

IV. Facilities

A. Telephone Service Company agrees to offer DS1 transport facilities to be used for direct trunking from its POI with Ameritech in Toledo to its POI in Wapakoneta to Revol at a rate of \$1,264.00 per month per DS1.

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Summary: Agreement Wireless Interconnection Agreement electronically filed by Mrs. Kimberly C Klingler on behalf of Pedersen, Lonnie D Mr. and Cleveland Unlimited dba Revol and Mr. David L Zylka