

NC-
FILE

VIA OVERNIGHT MAIL

08-1167-TP-ATC

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

PUCO

RECEIVED-DOCKETING DIV
2008 OCT 17 AM 10:07

October 16, 2008

Re: APPLICATION TO TRANSFER CERTIFICATE FROM C.L.Y.K. INC. TO
CLOSECALL AMERICA, INC.

To Whom It May Concern:

To describe the nature of the transactions leading to the current corporate structure I have provided excerpts from the pertinent press releases.

The following release announced the purchase of C.L.Y.K. Inc. DBA Affinity Telecom on August 20, 2004. It states:

On July 30, 2004, we [MobilePro Corp] completed an acquisition of C.L.Y.K., Inc., d/b/a Affinity Telecom, a Michigan communications company ("Affinity"). We paid approximately \$3,440,000 of consideration, consisting in part of \$1,340,000 in cash \$1,050,000 in notes of which \$750,000 of the notes are convertible into shares of our common stock and five million shares of common stock, for all of the outstanding shares of Affinity. As a result of the acquisition, we acquired certain plant, equipment or other physical property.

This stock purchase left C.L.Y.K. DBA Affinity as a wholly owned subsidiary of MobilePro.

On September 4, 2004, MobilePro announced its acquisition of CloseCall America in the following statement:

On August 31, 2004, Mobilepro Corp. ("Mobilepro") announced that it had entered into a definitive Agreement and Plan of Merger ("Merger Agreement") to acquire CloseCall America, Inc. ("CloseCall"). Upon the terms and subject to the conditions of the Merger Agreement, CloseCall will be merged with and into MVCC Acquisition Corp. ("MVCC"), a wholly-owned subsidiary of Mobilepro. MVCC will be the surviving corporation and continue as a wholly-

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owned subsidiary of Mobilepro. The transaction has been approved by our board of directors and the board of directors of CloseCall. The closing of the transaction is subject to the approval of the shareholders of CloseCall and customary closing conditions.

This transaction was a reverse triangular merger, which was designed to ease the administrative burden of the transaction and allow CloseCall to assume certain characteristics that were desirable to MobilePro. Upon the completion of the merger, MVCC immediately dissolved. As the surviving entity CloseCall was left as a wholly owned subsidiary of MobilePro.

As of mid September 2004, CloseCall and C.L.Y.K. stood as separate wholly owed subsidiaries of MobilePro. To take advantage of the synergies created by the transactions, MobilePro blended the operations of the two wholly owed subsidiaries over the remainder of 2004. MobilePro chose to maintain the CloseCall brand while phasing out the Affinity brand and shutting down their Michigan offices. While transitioning the customers from the Affinity platform to CloseCall's, the companies used the combined brand CloseCall/Affinity. The transition process concluded by the early part of 2005 and left CloseCall as the only surviving subsidiary.

A series of letters notifying the Affinity customers of the transition were sent in the mid October 2004. Since CloseCall kept former Affinity customers on their existing service plans, the letters did not contain specific information about any rate changes.

As it currently stands CloseCall and Affinity have merged with the Ohio's Department of State, but operate separately under their own tariffs in the eyes of the OPUC. Because Affinity's certification is tied to several OCNs I request that both companies' certificates be merged rather than canceling one or the other.

If you require further information related to this filing please do hesitate to contact me at (410) 819-8082.

Best Regards,



Courtenay Schroeder

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of CloseCall America)
to transfer certificate)
)

TRF Docket No. 90-_____

Case No. 08 - 1167 - TP - ATC

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

Name of Registrant(s) CloseCall America, Inc.
DBA(s) of Registrant(s) C.L.Y.K. D/B/A CloseCall America, Inc.
Address of Registrant(s) 101A Log Canoe Circle Stevensville, MD 21666
Company Web Address www.closecall.com
Regulatory Contact Person(s) Courtenay Schroeder Phone 410 819-8082 Fax 410 604-0031
Regulatory Contact Person's Email Address cschroeder@closecall.com
Contact Person for Annual Report Courtenay Schroeder Phone 410 819-8082
Address (if different from above) _____
Consumer Contact Information Courtenay Schroeder Phone 410 819-8082
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.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) 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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input checked="" type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC (Registration & Change in Operations) (0 day)	<input type="checkbox"/> NAG (Interconnection Agreement or Amendment) (Auto 90 days)		
Other (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of 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 III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Greg Van Allen, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) October 15, 2008 at (Location) 101A Log Canoe Circle Stevensville, MD 21666

*(Signature and Title) [Signature] **Executive VP** (Date) 10/15/2008

- *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, Greg Van Allen

verify that I have utilized the Telecommunications Application Form for Routine 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) [Signature] **Executive VP** (Date) 10/15/2008

**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

Exhibit A

Superceded Tariff of C.L.Y.K d/b/a CloseCall America, Inc.

For

**Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of Ohio**

Filed under authority in Case No.03-726-TP-ACE

CloseCall America, Inc.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF OHIO
IN THE COUNTIES OF**

Adams	Guernsey	Morrow
Allen	Hamilton	Muskingum
Ashland	Hancock	Noble
Ashtabula	Hardin	Ottawa
Athens	Harrison	Paulding
Auglaize	Henry	Perry
Belmont	Highland	Pickaway
Brown	Hocking	Pike
Butler	Holmes	Portage
Carroll	Huron	Preble
Champaign	Jackson	Putnam
Clark	Jefferson	Richland
Clermont	Knox	Sandusky
Clinton	Lake	Scioto
Columbiana	Lawrence	Seneca
Coshocton	Licking	Shelby
Crawford	Logan	Stark
Cuyahoga	Lorain	Summit
Darke	Lucas	Trumbull
Defiance	Madison	Tuscarawas
Delaware	Mahoning	Union
Erie	Marion	Van Wert
Fairfield	Medina	Vinton
Fayette	Meigs	Warren
Franklin	Mercer	Washington
Fulton	Miami	Wayne
Gallia	Monroe	Williams
Geauga	Montgomery	Wood
Greene	Morgan	Wyandot

Issued: June 27, 2005

Effective: September 23, 2005

Issued under authority of the Public Utilities Commission of Ohio,
in Case No. 05-818-TP-ATC

Ben Aylesworth, Executive Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

CHECK SHEET

Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	38	Original
2	Original	39	Original
3	Original	40	Original
4	Original	41	Original
5	Original	42	Original
6	Original	43	Original
7	Original	44	Original
8	Original	45	Original
9	Original	46	Original
10	Original	47	Original
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
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27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		
36	Original		
37	Original		

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the State of Ohio by C.L.Y.K. Inc. D/B/A CloseCall America, Inc. (hereinafter "The Company"). This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC who may include SBC Ohio, Verizon North, Cincinnati Bell, Sprint/United Telephone Company.

The Company has been authorized by the Public Service Commission of Ohio to provide competitive local exchange and interexchange services as a facilities-based carrier and Reseller. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Public Service Commission of Ohio.

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**EXPLANATION OF SYMBOLS REFERENCE MARKS AND ABBREVIATIONS OF
TECHINICAL TERMS USED IN THIS TARIFF**

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

- C To signify changed listing, rule, or condition which may affect rates or charges.
- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- K To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- M To signify that material has been transferred from another sheet or place in the Tariff.
- N To signify new material including listing, rate, rule or condition
- R To signify reduction.
- S To signify reissued matter.
- T To signify a change in wording of text but not a change in rate, rule or condition.

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Ben Aylesworth, Executive Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

SERVICE AREA

This tariff sets forth service offerings, rates, terms and conditions applicable to the furnishing of the Company's end user intrastate telecommunications services to Customers within the State of Ohio.

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

CloseCall America, Inc.
P.O. 1150
Stevensville, MD 21666
Customer Service: Toll Free 1-877-818-5673

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions of this tariff.

CloseCall America, Inc.
Ben Aylesworth, Executive Director
101 Log Canoe Circle
Stevensville, MD 21666
Direct: (410) 604-3022
Fax: (410) 604-0031

1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

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

Advance Payment: 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.

Agent: A business representative authorized by the Company, whose function is to bring about, modify, affect, accept performance of; or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation, which is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): Allows the automatic transmission of caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Rate Area: A specific area, within which the schedule rates for local exchange service apply without exchange line mileage or without special rates in lieu of mileage.

Bit: The smallest unit of information in the binary system of notation.

1.0 DEFINITIONS - (cont.)

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of traffic is equal to 36 CCS.

Call Blocking: Provides a user the ability to have their number not delivered to the called station.

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 station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or C.L.K.Y., Inc. D/B/A CloseCall America, Inc. or CloseCall America, Inc. . Inc.: The issuer of this tariff.

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

1.0 DEFINITIONS - (cont.)

Kbps: Kilobits per second, denotes thousands of bits per second.

United States District Court for the District of Columbia in Civil Action No.82-0192; or any other LATA: A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Mbps: Megabits, denotes millions of bits per second.

MTSS: the Minimum Telephone Service Standards laid out by under section 4901:1-05 of Ohio Administrative Code

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

N on listed Service: Means a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-Published Service: Means a Customer is not listed in the published directory or in the directory assistance database.

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

Service Commencement Date: The first 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

1.0 DEFINITIONS - (cont.)

Kbps: Kilobits per second, denotes thousands of bits per second.

United States District Court for the District of Columbia in Civil Action No.82-0192; or any other **LATA:** A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

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Ben Aylesworth, Executive Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

1.0 DEFINITIONS - (cont.)

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA may be placed by dialing "10 + NXX1" or "10XXXX1110XXXX" plus 1 + 10-digit number.

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

2.0 REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

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

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

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

Company services 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 any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.0 REGULATIONS - (cont.)

2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided facilities the Company obtains from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.0 REGULATIONS - (cont.)

2.5 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date, but shall be in compliance with MTSS 4901.1-5-16(d).

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.

2.6 Terms and Conditions

For purposes of 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. This tariff shall be interpreted and governed by the laws of the State of Ohio.

2.7 Non-routine Installation and Special Construction

2.7.1 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. In compliance with MTSS 4901.1-05-7(C)(2)(b) Customers will be given an estimate of all special charges prior the commencement of all special construction.

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2.0 REGULATIONS - (cont.)

2.7 Non-routine Installation and Special Construction - (cont.)

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the impact on the Company's other Customers and contractual responsibilities.

2.0 REGULATIONS - (cont.)

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals 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 will permit.

2.9 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such Governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.10 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.11 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.0 REGULATIONS - (cont.)

The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control as established by MTSS 4901:1-05-16

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen, unless otherwise required by MTSS 4901:1-05-16.

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

(a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

(b) any damages or losses due to the fault or negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.

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 liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

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2.0 REGULATIONS - (cont.)

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof; unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless otherwise required by MTSS 4901:1-05-16.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

(a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or

(b) the sum of \$1,000.00.

In the event parties other than Customer, including but not limited to joint users and the Customer's Customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service, unless otherwise required by MTSS 4901:1-05-16.

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".

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

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2.0 REGULATIONS - (cont.)

2.12 Indemnification

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

(a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

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

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions established by MTSS 4901:1-05-16.

2.0 REGULATIONS - (cont.)

2.14 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

2.0 REGULATIONS - (cont.)

(d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which effect telecommunications services.

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2.0 REGULATIONS - (cont.)

2.15.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.0 REGULATIONS - (cont.)

2.16 Customer Equipment and Channels

2.16.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.16.2 Interconnection of Facilities

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(b) Communications Services 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 or tariffs of the other communications carriers which are applicable to such connections.

(c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.0 REGULATIONS - (cont.)

2.16.3 Inspections

(a) Upon suitable 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 herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company 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.

2.17 Payments

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days after the date of the invoice will be subject to termination.

(b) The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use or fraudulent charges.

2.0 REGULATIONS - (cont.)

(c) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

(d) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges as laid out in MTSS 4901:1-05-16

2.17.1 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Ohio in accordance with the Commission's rules of procedure.

(b) Once the investigation is completed any outstanding amounts deemed due, to the Company, will be charged to the next bill.

2.0 REGULATIONS - (cont.)

2.17.2 Moves, Adds, and Changes

At the Customer's request, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

2.18 Deposits

(a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The deposit shall not exceed guidelines laid out in MTSS 4901:1-05-13(B)(2)(a) and will be based on an examination of the Customer's usage history. At any time, at its option, or after twelve (12) months of service where the Customer has not been delinquent in the payment of the Company bills for ten (10) months out of twelve (12), the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.

(b) Interest on deposits held shall be accrued at the rate described in Section 4901:1-17 of Ohio Administrative Code.

(c) Upon termination of service, the Company shall return to the Customer the amount then on deposit plus accrued interest, less any amounts due to the Company by the Customer for service rendered on the telephone account for which the deposit was collected.

(d) Any deposit, plus accrued interest, may be applied to the Customer's telephone account following satisfaction of the requirements described in section 2.18(a). The credit will be applied against service in provided in the following billing period and, if appropriate, subsequent months, once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the subscriber.

2.0 REGULATIONS - (cont.)

2.19 Grounds for Refusal of Service

In Compliance with MTSS 4901.1-14 the Company may refuse to establish service if any of the following conditions exist:

- (a) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.
- (b) The Customer is known to be in violation of the utility's tariffs filed with the Commission.
- (c) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the utility as a condition for providing service.
- (d) The Applicant falsifies his/her identity for the purpose of obtaining service.

2.20 Discontinuance of Service

2.20.1 With Written Notice to the Customer

The Company may, upon reasonable written notice to the Customer and in accordance with 4901:1-05-17, discontinue services for any of the following reasons:

- (a) for nonpayment of any amounts owing to the Company;
- (b) the premises have been vacated by the Customer;
- (c) for tampering with the Company's property;
- (d) for violation of rules, service agreements, or filed tariffs;
- (e) for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- (f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service; or

2.0 REGULATIONS - (cont.)

(g) for fraudulent obtaining or use of service, including, but not limited to:

- (1) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
- (2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this tariff;
- (3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (4) any other fraudulent means or device.

In accordance with MTSS 4901:1-05-17, the Company will attempt to notify the Customer whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, as described in 2.21.2 of this tariff; provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.0 REGULATIONS - (cont.)

2.20.2 Without Written Notice to the Customer

The Company will comply with MTSS 4901:1-05-17 for the conditions necessary to disconnect a Customer without written notice.

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2.0 REGULATIONS - (cont.)

2.21 Cancellation of Service

When a 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 customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. 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.

2.22 Termination of Service

(a) After the expiration of the initial contract period for business and if no new contract period is agreed upon, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.

(b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of termination charges, if applicable, hereinafter provided, in addition to all charges for the period service has been rendered.

(c) The Customer may terminate an existing contract prior to the expiration of the term without liability if the Customer enters into a new contract through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

2.0 REGULATIONS - (cont.)

2.23 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a request from a business Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.24 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this tariff. The Company reserves the right to impose additional deposit requirements on such Customers prior to restoral of service, and to refuse to restore service until all amounts due have been paid. The total deposit that the Company holds will not exceed Two Hundred Thirty Percent (230%) of the estimated monthly bill as determined using the methodology in MTSS 4901:1-05-13(B)(2)(a).

The Customer's Service will be restored within 24 hours of the receipt of the reconnection charge.

2.0 REGULATIONS - (cont.)

2.25 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

2.26 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.27 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.28 Promotions

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 waiver 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.

2.0 REGULATIONS - (cont.)

2.29 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 FCC Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.30 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.

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3.0 Service Descriptions

3.1 Local Exchange Services: The Company's Local Telephone Service provides a Customer with the ability to connect to the telephone switching network through the Company's facilities and/or arrangements with the incumbent LECs including SBC, Cincinnati Bell, Verizon North and Sprint/United. Connection will allow 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 is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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Ben Aylesworth, Executive Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

3.0 Service Descriptions (cont'd)

3.1 Local Exchange Service (cont'd)

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 quarter 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.

3.1.4 The Company's Local Exchange Service Offering is segmented into one zone generally reflecting each exchange area's relative density and the underlying price distinctions of the incumbent local exchange carrier's services which the Company is reselling. Each of the exchanges listed in 3.1.1 has been assigned a zone designation. At present, the Company's zone rate distinction only applies to the Network Access Channel element of its local exchange service offering. The rates and charges for Network Access Elements listed in Section 3.1.8.2 reflect the zone differential.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

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

3.1.5.1 Basic-Switched Network Access channels provide the Customer with a single, voice-grade analog communications channel with a single telephone number.

3.0 Service Descriptions (cont'd)

3.1.5.2 Basic Trunk-Switched Network Access Channels provides Customers with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Trunks can be used to carry one-way outbound traffic, one-way inbound or two-way traffic. Trunk Configuration options are listed in 3.1.2.5, following.

3.1.5.3 Digital Trunk-Switched Network Access Channels provide a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

3.1.5.4 PRI Trunk-Reserved for Future Use

3.1.5.5 Optional Local Trunk Configurations:

3.1.5.5.1 One-Way Outbound: Provides the customer with a single analog connection which is restricted to carry outbound traffic only.

3.1.5.5.2 One-Way Inbound or Two-Way: Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

3.1.5.5.3 Direct Inward Dialing (DID): Provides the Customer with individual channels which can carry one-way inbound traffic. Local Trunks configured for DID service will output the dialed station number to the customer's PBX or Key equipment, thereby, permitting direct routing of the call without the aid of an attendant. The number of digits to be output must be specified by the Customer.

Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 3.1.4.5.

3.1.6 Local Usage Services-The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1.

3.1.6.1 Per message Rate-This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling-This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

3.0 Service Descriptions (cont'd)

3.1.7 Enhanced Calling Features-are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features, at the rates specified in Section 3.2.:

Feature	Available with <u>Basic Service</u>
Call Forward Busy	X
Call Forward No Answer	X
Call Forward Variable	X
Call Hold	X
Call Park	X
Call Pickup, Group	X
Call Waiting	X
Conference Three-Way	X
Message Waiting	X
Speed Call (up to 8, 30 numbers)	X
Remote Call Forwarding	X
Automatic Callback	X
Calling Number Delivery (Caller ID w/ Name)	X
Calling Number Delivery w/ Name (Caller ID w/ Name)	X
Calling Number Delivery Blocking (per Line)	X
Direct Inward Dialed (DID) Numbers	
Serial Hunting	X

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3.0 Service Descriptions (cont'd)

3.1.8 Local Exchange Service-Rates and Services

A local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4 respectively.

3.1.8.1 Non-Recurring Charges

Service		Resi.		Business	
Service Connection Charge (per line)	\$ 36.40			\$ 62.80	
Service Connection Charge (per basic trunk)	N/A			ICB	
Service Connection Charge (per digital trunk)	N/A			ICB	
Per Trunk Group Configured for DID Svc.	\$ 100.00			\$ 100.00	
Subsequent Account Changes					
Modifications or Changes to Current Service	\$ 4.90			\$ 4.90	
Move Orders	\$ 30.50			\$ 40.50	
Change of Telephone Number	\$ 31.50			\$ 31.50	

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3.0 Service Descriptions (cont'd)

3.1.8. Local Exchange Service (cont'd)

3.1.8.2 Monthly Recurring Charges

Service	Residence	Business
Switched Network Access Channels		
All Zones		
Basic Unlimited Line, Per Line	\$ 5.00	\$ 5.00
Basic Rate Trunk, Per Trunk	\$ 5.00	\$ 5.00
Digital Trunk, Per Trunk	\$ 5.00	\$ 5.00
Optional Monthly Features:		
Automatic Callback	\$ 5.98	\$ 7.98
Call Forward Busy	\$ 0.75	\$ 0.00
Call Forward No Answer	\$ 0.75	\$ 0.00
Call Forward Variable	\$ 5.98	\$ 6.49
Call Hold	\$ 1.00	\$ 1.00
Calling Number Delivery w/ Name	\$ 9.94	\$ 10.49
Calling Number Delivery - Talking	\$ 3.48	N/A
Calling Number Delivery Blocking - Per Line	\$ 3.99	\$ 5.49
Calling Number Delivery Blocking - Per Call	\$ 0.00	\$ 0.00
Call Park	\$ 2.99	\$ 4.99
Call Pickup, Group	\$ 4.14	\$ 4.99
Call Waiting	\$ 4.54	\$ 4.99
Call Waiting Plus Talking Call Waiting	\$ 8.02	N/A
Conference Three Way	\$ 5.98	\$ 6.49
Message Waiting	\$ 0.00	\$ 0.00
Remote Call Forwarding	\$ 5.98	\$ 6.49
Repeat Dialing	\$ 5.98	\$ 6.49
Serial Hunting	\$ 1.00	\$ 1.00
Speed Call	\$ 4.98	\$ 7.59
Direct Inward Dialing	ICB	ICB
-(per arrangement)	ICB	ICB
-(per 20 DID numbers)	ICB	ICB

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3.0 Service Descriptions (cont'd)

3.1.8.3 Usage Options: All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

	<u>All Areas</u>	<u>Usage Allowance</u>	<u>Usage Charges</u>
Residential - Unlimited Service			
First Line	\$23.02	Unlimited	\$ 0.00
Second Line	\$19.20	Unlimited	\$ 0.00
Each Additional Line	\$21.21	Unlimited	\$ 0.00
Residential - Measured Service			
0 Call Allowance	\$12.94	First Minute	\$ 0.04
		Each Additional Minute	\$ 0.01
30 Call Allowance	\$14.94	First 30 Calls	\$ 0.00
		Each Additional Call	\$ 0.08
Business - Unlimited Service			
First Line	\$38.98	Unlimited	\$ 0.00
Second Line	\$35.09	Unlimited	\$ 0.00
Each Additional Line	\$38.98	Unlimited	\$ 0.00
Business - Measured Service			
First Line (0 call allowance)	\$27.99	Each Call	\$ 0.08
First Line (73 call allowance)	\$31.99	First 73 Calls	\$ 0.00
		Each Additional Call	\$ 0.08
Second Line (0 call allowance)	\$25.20	Each Call	\$ 0.08
Additional Lines (0 call allow.)	\$27.99	Each Call	\$ 0.08

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3.0 Service Descriptions (cont'd)

3.2 Directory Assistance

A Customer may obtain Local directory Assistance (DA) in determining telephone numbers within 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.

3.2.1 Each call to Directory Assistance will be charged as follows:

	<u>Per Use</u>
DA, Per Call	\$1.25
DA, Plus Call Completion	\$2.25

3.2.2 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.

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

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

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

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

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

3.0 Service Descriptions (cont'd)

- 3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	<u>Per Use</u>
Calling Card/Operator	\$3.25
Calling Card/Automatic	\$3.25
Third Number Billing	\$3.25
Collect Calling	\$4.25
Person to Person	\$3.25
Station to Station	\$3.25

- 3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- 3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

- 3.3.2.2 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

	<u>Per Request</u>
Busy Line Verification	\$2.50
Busy Line Verify Plus Interrupt	\$4.25

3.4 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.

- 3.4.1 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.

3.0 Service Descriptions (cont'd)

- 3.4.2 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 identify 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.
- 3.4.3 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.
- 3.4.4 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.

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3.0 Service Descriptions (cont'd)

- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
- 3.4.5.1 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.
- 3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8 and 3.4.5.9.
- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listing are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Nonlisted Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the even there is not an answer from the customer's telephone. Charges for reference listings are specified in Section 3.4.5.8 and 3.4.5.9.

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3.0 Service Descriptions (cont'd)

- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	NC
Additional Listing	\$2.25
Foreign, Alternate and Reference Listings	\$2.25
Non-Listed Number	\$1.09
Non-Published Number	\$1.09

- 3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings follow the pricing for a Modification or Change to Current Service set forth under section 3.1.8.1.

- 3.5 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.

- 3.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. There will be no charge for Vanity Telephone Numbers.

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3.0 Service Descriptions (cont'd)

3.7 Service Connection Assistance

3.7.1 General:

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

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier 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 customer 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).

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, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

3.7.2.3 Customer 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. No other exchange service will be permitted in the same household.

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3.0 Service Descriptions (cont'd)

- 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 Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.
- 3.7.2.8 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.7.2.9 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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4.0 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

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Exhibit B

Revised Tariff for CloseCall America, Inc.

For

Ohio Local Exchange Telecommunications Services

AND

Revised Tariff for CloseCall America, Inc.

For

Ohio Interexchange Toll Service

CloseCall America, Inc.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF OHIO
IN THE COUNTIES OF**

Adams	Guernsey	Morrow
Allen	Hamilton	Muskingum
Ashland	Hancock	Noble
Ashtabula	Hardin	Ottawa
Athens	Harrison	Paulding
Auglaize	Henry	Perry
Belmont	Highland	Pickaway
Brown	Hocking	Pike
Butler	Holmes	Portage
Carroll	Huron	Preble
Champaign	Jackson	Putnam
Clark	Jefferson	Richland
Clermont	Knox	Sandusky
Clinton	Lake	Scioto
Columbiana	Lawrence	Seneca
Coshocton	Licking	Shelby
Crawford	Logan	Stark
Cuyahoga	Lorain	Summit
Darke	Lucas	Trumbull
Defiance	Madison	Tuscarawas
Delaware	Mahoning	Union
Erie	Marion	Van Wert
Fairfield	Medina	Vinton
Fayette	Meigs	Warren
Franklin	Mercer	Washington
Fulton	Miami	Wayne
Gallia	Monroe	Williams
Geauga	Montgomery	Wood
Greene	Morgan	Wyandot

CHECK SHEET

Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	38	Original
2	Original	39	Original
3	Original	40	Original
4	Original	41	Original
5	Original	42	Original
6	Original	43	Original
7	Original	44	Original
8	Original	45	Original
9	Original	46	Original
10	Original	47	Original
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
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30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		
36	Original		
37	Original		

Issued: October 15, 2008

Effective: October 15, 2008

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the State of Ohio by CloseCall America, Inc. (hereinafter "The Company"). This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC who may include SBC Ohio, Verizon North, Cincinnati Bell, Sprint/United Telephone Company.

The Company has been authorized by the Public Service Commission of Ohio to provide competitive local exchange and interexchange services as a facilities-based carrier and Reseller. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Public Service Commission of Ohio.

Issued: October 15, 2008

Effective: October 15, 2008

Courtenay Schroeder, Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

**EXPLANATION OF SYMBOLS REFERENCE MARKS AND ABBREVIATIONS OF
TECHINICAL TERMS USED IN THIS TARIFF**

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

- C To signify changed listing, rule, or condition which may affect rates or charges.
- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- K To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- M To signify that material has been transferred from another sheet or place in the Tariff.
- N To signify new material including listing, rate, rule or condition
- R To signify reduction.
- S To signify reissued matter.
- T To signify a change in wording of text but not a change in rate, rule or condition.

Issued: October 15, 2008

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SERVICE AREA

This tariff sets forth service offerings, rates, terms and conditions applicable to the furnishing of the Company's end user intrastate telecommunications services to Customers within the State of Ohio.

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

CloseCall America, Inc.
P.O. 1150
Stevensville, MD 21666
Customer Service: Toll Free 1-877-818-5673

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions of this tariff.

CloseCall America, Inc.
Courtenay Schroeder, Director
101 Log Canoe Circle
Stevensville, MD 21666
Direct: (410) 819-8082
Fax: (410) 604-0031

1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

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

Advance Payment: 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.

Agent: A business representative authorized by the Company, whose function is to bring about, modify, affect, accept performance of; or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation, which is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): Allows the automatic transmission of caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Rate Area: A specific area, within which the schedule rates for local exchange service apply without exchange line mileage or without special rates in lieu of mileage.

Bit: The smallest unit of information in the binary system of notation.

1.0 DEFINITIONS - (cont.)

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of traffic is equal to 36 CCS.

Call Blocking: Provides a user the ability to have their number not delivered to the called station.

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 station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or CloseCall America, Inc. : The issuer of this tariff.

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

1.0 DEFINITIONS - (cont.)

Kbps: Kilobits per second, denotes thousands of bits per second.

United States District Court for the District of Columbia in Civil Action No.82-0192; or any other LATA: A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Mbps: Megabits, denotes millions of bits per second.

MTSS: the Minimum Telephone Service Standards laid out by under section 4901:1-05 of Ohio Administrative Code

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

N on listed Service: Means a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-Published Service: Means a Customer is not listed in the published directory or in the directory assistance database.

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

Service Commencement Date: The first 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

1.0 DEFINITIONS - (cont.)

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA may be placed by dialing "10 + NXX'1 or "101XXXX"11'10XXX" plus 1 + 10-digit number.

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

2.0 REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

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

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

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

Company services 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 any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.0 REGULATIONS - (cont.)

2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided facilities the Company obtains from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.0 REGULATIONS - (cont.)

2.5 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date, but shall be in compliance with MTSS 4901.1-5-16(d).

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.

2.6 Terms and Conditions

For purposes of 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. This tariff shall be interpreted and governed by the laws of the State of Ohio.

2.7 Non-routine Installation and Special Construction

2.7.1 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. In compliance with MTSS 4901.1-05-7(C)(2)(b) Customers will be given an estimate of all special charges prior the commencement of all special construction.

2.0 REGULATIONS - (cont.)

2.7 Non-routine Installation and Special Construction - (cont.)

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the impact on the Company's other Customers and contractual responsibilities.

2.0 REGULATIONS - (cont.)

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals 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 will permit.

2.9 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such Governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.10 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.11 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.0 REGULATIONS - (cont.)

The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control as established by MTSS 4901:1-05-16

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen, unless otherwise required by MTSS 4901:1-05-16.

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

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- (b) any damages or losses due to the fault or negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.

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 liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

2.0 REGULATIONS - (cont.)

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof; unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless otherwise required by MTSS 4901:1-05-16.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

In the event parties other than Customer, including but not limited to joint users and the Customer's Customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service, unless otherwise required by MTSS 4901:1-05-16.

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".

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

2.0 REGULATIONS - (cont.)

2.12 Indemnification

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

(a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

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

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions established by MTSS 4901:1-05-16.

2.0 REGULATIONS - (cont.)

2.14 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

2.0 REGULATIONS - (cont.)

(d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer- provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which effect telecommunications services.

2.0 REGULATIONS - (cont.)

2.15.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.0 REGULATIONS - (cont.)

2.16 Customer Equipment and Channels

2.16.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.16.2 Interconnection of Facilities

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(b) Communications Services 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 or tariffs of the other communications carriers which are applicable to such connections.

(c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.0 REGULATIONS - (cont.)

2.16.3 Inspections

(a) Upon suitable 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 herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company 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.

2.17 Payments

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days after the date of the invoice will be subject to termination.

(b) The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use or fraudulent charges.

2.0 REGULATIONS - (cont.)

(c) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

(d) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges as laid out in MTSS 4901:1-05-16

2.17.1 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Ohio in accordance with the Commission's rules of procedure.

(b) Once the investigation is completed any outstanding amounts deemed due, to the Company, will be charged to the next bill.

2.0 REGULATIONS - (cont.)

2.17.2 Moves, Adds, and Changes

At the Customer's request, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

2.18 Deposits

(a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The deposit shall not exceed guidelines laid out in MTSS 4901:1-05-13(B)(2)(a) and will be based on an examination of the Customer's usage history. At any time, at its option, or after twelve (12) months of service where the Customer has not been delinquent in the payment of the Company bills for ten (10) months out of twelve (12), the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.

(b) Interest on deposits held shall be accrued at the rate described in Section 4901:1-17 of Ohio Administrative Code.

(c) Upon termination of service, the Company shall return to the Customer the amount then on deposit plus accrued interest, less any amounts due to the Company by the Customer for service rendered on the telephone account for which the deposit was collected.

(d) Any deposit, plus accrued interest, may be applied to the Customer's telephone account following satisfaction of the requirements described in section 2.18(a). The credit will be applied against service in provided in the following billing period and, if appropriate, subsequent months, once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the subscriber.

2.0 REGULATIONS - (cont.)

2.19 Grounds for Refusal of Service

In Compliance with MTSS 4901.1-14 the Company may refuse to establish service if any of the following conditions exist:

- (a) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.
- (b) The Customer is known to be in violation of the utility's tariffs filed with the Commission.
- (c) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the utility as a condition for providing service.
- (d) The Applicant falsifies his/her identity for the purpose of obtaining service.

2.20 Discontinuance of Service

2.20.1 With Written Notice to the Customer

The Company may, upon reasonable written notice to the Customer and in accordance with 4901:1-05-17, discontinue services for any of the following reasons:

- (a) for nonpayment of any amounts owing to the Company;
- (b) the premises have been vacated by the Customer;
- (c) for tampering with the Company's property;
- (d) for violation of rules, service agreements, or filed tariffs;
- (e) for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- (f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service; or

2.0 REGULATIONS - (cont.)

(g) for fraudulent obtaining or use of service, including, but not limited to:

- (1) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
- (2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this tariff;
- (3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (4) any other fraudulent means or device.

In accordance with MTSS 4901:1-05-17, the Company will attempt to notify the Customer whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, as described in 2.21.2 of this tariff; provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.0 REGULATIONS - (cont.)

2.20.2 Without Written Notice to the Customer

The Company will comply with MTSS 4901:1-05-17 for the conditions necessary to disconnect a Customer without written notice.

2.0 REGULATIONS - (cont.)

2.21 Cancellation of Service

When a 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 customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. 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.

2.22 Termination of Service

(a) After the expiration of the initial contract period for business and if no new contract period is agreed upon, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.

(b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of termination charges, if applicable, hereinafter provided, in addition to all charges for the period service has been rendered.

(c) The Customer may terminate an existing contract prior to the expiration of the term without liability if the Customer enters into a new contract through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

2.0 REGULATIONS - (cont.)

2.23 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a request from a business Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.24 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this tariff. The Company reserves the right to impose additional deposit requirements on such Customers prior to restoral of service, and to refuse to restore service until all amounts due have been paid. The total deposit that the Company holds will not exceed Two Hundred Thirty Percent (230%) of the estimated monthly bill as determined using the methodology in MTSS 4901:1-05-13(B)(2)(a).

The Customer's Service will be restored within 24 hours of the receipt of the reconnection charge.

2.0 REGULATIONS - (cont.)

2.25 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

2.26 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.27 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.28 Promotions

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 waiver 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.

2.0 REGULATIONS - (cont.)

2.29 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 FCC Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.30 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.

3.0 Service Descriptions

3.1 Local Exchange Services: The Company's Local Telephone Service provides a Customer with the ability to connect to the telephone switching network through the Company's facilities and/or arrangements with the incumbent LECs including SBC, Cincinnati Bell, Verizon North and Sprint/United. Connection will allow 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 is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.0 Service Descriptions (cont'd)

3.1 Local Exchange Service (cont'd)

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 quarter 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.

3.1.4 The Company's Local Exchange Service Offering is segmented into one zone generally reflecting each exchange area's relative density and the underlying price distinctions of the incumbent local exchange carrier's services which the Company is reselling. Each of the exchanges listed in 3.1.1 has been assigned a zone designation. At present, the Company's zone rate distinction only applies to the Network Access Channel element of its local exchange service offering. The rates and charges for Network Access Elements listed in Section 3.1.8.2 reflect the zone differential.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

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

3.1.5.1 Basic-Switched Network Access channels provide the Customer with a single, voice-grade analog communications channel with a single telephone number.

3.0 Service Descriptions (cont'd)

3.1.5.2 Basic Trunk-Switched Network Access Channels provides Customers with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Trunks can be used to carry one-way outbound traffic, one-way inbound or two-way traffic. Trunk Configuration options are listed in 3.1.2.5, following.

3.1.5.3 Digital Trunk-Switched Network Access Channels provide a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

3.1.5.4 PRI Trunk-Reserved for Future Use

3.1.5.5 Optional Local Trunk Configurations:

3.1.5.5.1 One-Way Outbound: Provides the customer with a single analog connection which is restricted to carry outbound traffic only.

3.1.5.5.2 One-Way Inbound or Two-Way: Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

3.1.5.5.3 Direct Inward Dialing (DID): Provides the Customer with individual channels which can carry one-way inbound traffic. Local Trunks configured for DID service will output the dialed station number to the customer's PBX or Key equipment, thereby, permitting direct routing of the call without the aid of an attendant. The number of digits to be output must be specified by the Customer.

Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 3.1.4.5.

3.1.6 Local Usage Services-The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1.

3.1.6.1 Per message Rate-This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling-This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

3.0 Service Descriptions (cont'd)

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3.1.7 Enhanced Calling Features-are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features, at the rates specified in Section 3.2.:

Feature	Available with <u>Basic Service</u>
Call Forward Busy	X
Call Forward No Answer	X
Call Forward Variable	X
Call Hold	X
Call Park	X
Call Pickup, Group	X
Call Waiting	X
Conference Three-Way	X
Message Waiting	X
Speed Call (up to 8, 30 numbers)	X
Remote Call Forwarding	X
Automatic Callback	X
Calling Number Delivery (Caller ID w/ Name)	X
Calling Number Delivery w/ Name (Caller ID w/ Name)	X
Calling Number Delivery Blocking (per Line)	X
Direct Inward Dialed (DID) Numbers	
Serial Hunting	X

3.0 Service Descriptions (cont'd)

3.1.8 Local Exchange Service-Rates and Services

A local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4 respectively.

3.1.8.1 Non-Recurring Charges

Service		Resi.		Business	
Service Connection Charge (per line)	\$ 36.40			\$ 62.80	
Service Connection Charge (per basic trunk)	N/A			ICB	
Service Connection Charge (per digital trunk)	N/A			ICB	
Per Trunk Group Configured for DID Svc.	\$ 100.00			\$ 100.00	
Subsequent Account Changes					
Modifications or Changes to Current Service	\$ 4.90			\$ 4.90	
Move Orders	\$ 36.40			\$ 62.80	
Change of Telephone Number	\$ 31.14			\$ 31.14	

3.0 Service Descriptions (cont'd)

3.1.8. Local Exchange Service (cont'd)

3.1.8.2 Monthly Recurring Charges

Service	Residence	Business
Switched Network Access Channels		
All Zones		
Basic Unlimited Line, Per Line	\$ 5.00	\$ 5.00
Basic Rate Trunk, Per Trunk	\$ 5.00	\$ 5.00
Digital Trunk, Per Trunk	\$ 5.00	\$ 5.00
Optional Monthly Features:		
Automatic Callback	\$ 5.98	\$ 4.99
Call Forward Busy	\$ 0.59	\$ 0.00
Call Forward No Answer	\$ 0.59	\$ 0.00
Call Forward Variable	\$ 5.98	\$ 6.49
Call Hold	\$ 1.00	\$ 1.00
Calling Number Delivery w/ Name	\$ 9.94	\$ 10.49
Calling Number Delivery - Talking	\$ 3.48	N/A
Calling Number Delivery Blocking - Per Line	\$ 3.99	\$ 5.49
Calling Number Delivery Blocking - Per Call	\$ 0.00	\$ 0.00
Call Park	\$ 2.99	\$ 4.99
Call Pickup, Group	\$ 4.14	\$ 4.99
Call Waiting	\$ 4.94	\$ 5.99
Call Waiting Plus Talking Call Waiting	\$ 8.43	N/A
Conference Three Way	\$ 5.98	\$ 6.49
Message Waiting	\$ 0.00	\$ 0.00
Remote Call Forwarding	N/A	\$ 20.40
Repeat Dialing	\$ 5.98	\$ 5.49
Serial Hunting	\$ 1.00	\$ 1.00
Speed Call	\$ 4.98	\$ 5.59
Direct Inward Dialing	ICB	ICB
-(per arrangement)	ICB	ICB
-(per 20 DID numbers)	ICB	ICB

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Courtenay Schroeder, Director, CloseCall America, Inc.
101 Log Canoe Circle, Stevensville, MD 21666

3.0 Service Descriptions (cont'd)

3.1.8.3 Usage Options: All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

	<u>All Areas</u>	<u>Usage Allowance</u>	<u>Usage Charges</u>
Residential - Unlimited Service			
First Line	\$14.27	Unlimited	\$ 0.00
Second Line	\$12.83	Unlimited	\$ 0.00
Each Additional Line	\$14.24	Unlimited	\$ 0.00
Residential - Measured Service			
0 Call Allowance	\$6.70	First Minute	\$ 0.04
		Each Additional Minute	\$ 0.01
30 Call Allowance	\$8.91	First 30 Calls	\$ 0.00
		Each Additional Call	\$ 0.08
Business - Unlimited Service			
First Line	\$38.98	Unlimited	\$ 0.00
Second Line	\$35.09	Unlimited	\$ 0.00
Each Additional Line	\$38.98	Unlimited	\$ 0.00
Business - Measured Service			
First Line (0 call allowance)	\$27.99	Each Call	\$ 0.08
First Line (73 call allowance)	\$31.99	First 73 Calls	\$ 0.00
		Each Additional Call	\$ 0.08
Second Line (0 call allowance)	\$25.20	Each Call	\$ 0.08
Additional Lines (0 call allow.)	\$27.99	Each Call	\$ 0.08

3.0 Service Descriptions (cont'd)

3.2 Directory Assistance

A Customer may obtain Local directory Assistance (DA) in determining telephone numbers within 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.

3.2.1 Each call to Directory Assistance will be charged as follows:

	<u>Per Use</u>
DA, Per Call	\$1.25
DA, Plus Call Completion	\$2.25

3.2.2 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.

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

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

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

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

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

3.0 Service Descriptions (cont'd)

- 3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	<u>Per Use</u>
Calling Card/Operator	\$3.25
Calling Card/Automatic	\$3.25
Third Number Billing	\$3.25
Collect Calling	\$4.25
Person to Person	\$3.25
Station to Station	\$3.25

- 3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- 3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

- 3.3.2.2 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

	<u>Per Request</u>
Busy Line Verification	\$2.50
Busy Line Verify Plus Interrupt	\$4.25

3.4 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.

- 3.4.1 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.

3.0 Service Descriptions (cont'd)

- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.

3.0 Service Descriptions (cont'd)

- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
- 3.4.5.1 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.
- 3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8 and 3.4.5.9.
- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listing are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Nonlisted Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.
- 3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the even there is not an answer from the customer's telephone. Charges for reference listings are specified in Section 3.4.5.8 and 3.4.5.9.

3.0 Service Descriptions (cont'd)

- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	NC
Additional Listing	\$2.25
Foreign, Alternate and Reference Listings	\$2.25
Non-Listed Number	\$1.09
Non-Published Number	\$1.09

- 3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings follow the pricing for a Modification or Change to Current Service set forth under section 3.1.8.1.

- 3.5 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.

- 3.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. There will be no charge for Vanity Telephone Numbers.

3.0 Service Descriptions (cont'd)

3.7 Service Connection Assistance

3.7.1 General:

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

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier 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 customer 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).

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, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

3.7.2.3 Customer 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. No other exchange service will be permitted in the same household.

3.0 Service Descriptions (cont'd)

- 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 Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.
- 3.7.2.8 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.7.2.9 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

4.0 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

Exhibit C

**Certification from Ohio Secretary of State
Demonstrating the Transferee's
Good Standing as a Foreign For-Profit Corporation**

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

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show CLOSECALL AMERICA, INC., a Delaware corporation, having qualified to do business within the State of Ohio on May 16, 2008 under License No. 1781545 is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 15th day of October, A.D. 2008*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

Validation Number: V200828804EB58

Exhibit D

**List of Officers and Directors for
CloseCall America, Inc.**

List of names, addresses, and phone numbers of officers and directors, or partners.

The Applicant's officers, directors, and partners:

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President

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