

**EXHIBIT 17**

**Proposed Tariffs**

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PUCO Tariff No. 1 (end user)  
PUCO Tariff No. 2 (access services)

**INTRASTATE SERVICES TARIFF**

**OHIO**

**MCC TELEPHONY OF THE MIDWEST, LLC  
100 Crystal Run Road  
Middletown, New York 10941  
845-695-2600**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of intrastate voice and data communications services by MCC Telephony of the Midwest, LLC, (hereinafter "Company") with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This tariff applies to services furnished in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

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Issued: \_\_\_\_\_, 2010

Effective: \_\_\_\_\_ 2010

Issued pursuant to Order \_\_\_\_\_ issued by the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

CHECK LIST

Tariff pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*
1	Original	*	32	Original	*
2	Original	*	33	Original	*
3	Original	*	34	Original	*
4	Original	*	35	Original	*
5	Original	*	36	Original	*
6	Original	*	37	Original	*
7	Original	*	38	Original	*
8	Original	*	39	Original	*
9	Original	*	40	Original	*
10	Original	*	41	Original	*
11	Original	*	42	Original	*
12	Original	*	43	Original	*
13	Original	*	44	Original	*
14	Original	*	45	Original	*
15	Original	*	46	Original	*
16	Original	*			
17	Original	*			
18	Original	*			
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22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			
26	Original	*			
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

\* Indicates new or revised pages.

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SYMBOLS

Whenever tariff pages are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate or regulation.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text with no associated change in rate, rule or condition.

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TARIFF FORMAT

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the [STATE COMMISSION]. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of local exchange and interexchange telecommunications services to Ohio customers by MCC Telephony of the Midwest, LLC (hereinafter referred to as the "Company") between various locations in the State of Ohio. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Descriptions and rates for detariffed service offerings are found in the Company's Service Guide which is available from the Company at the address listed in this tariff.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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## 1. TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in Ohio statutes and regulations or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term "affiliate" means any person controlling, controlled by, or under common control with another person and "control", for purposes of this definition, means the power to vote ten percent or more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word "include" and derivations thereof are not to be construed as terms of limitation.

### 1.2 Definitions. Certain terms used throughout this Tariff are defined below.

#### Carrier

"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

#### Commission

"Commission" means the Public Utilities Commission of Ohio.

#### Credit(s)

"Credit(s)" has the meaning set forth in Section 2.22 hereof.

#### Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.22 hereof.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Customer

"Customer" means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

"Holidays" mean all Company-specified holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Calling

"Local Calling" means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Monthly Recurring Charge (MRC)

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

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Ohio Service Area

The Company's Ohio Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Scheduled Interruption

"Scheduled Interruption" means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's voice and data communication service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date (if any) of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Termination (or to Terminate)

"Termination" means discontinuance of Services, either at Customer's request or by the Company.

User

"User" means a person who is authorized by the Customer to use Service under this Tariff.

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## 2. RULES AND REGULATIONS

This Tariff addresses the provision of business voice and data services by the Company. The Services described in Section 3 of this Tariff may be provided to Customers by the Company through the use of its own facilities or through interconnection with, resale of services from, or any other applicable agreement with Other Provider(s).

### 2.1 Undertaking of the Company

- 2.1.1 Scope of Service. The Company's voice and data service herein is offered solely within Company's Ohio Service Area and, as applicable, solely where necessary facilities are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.
- 2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.
- 2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company and any necessary providers to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or deposit, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit and deposit requirements.

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

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2. RULES AND REGULATIONS (cont.)

- 2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.
- 2.2.4 The Customer has no property right in the telephone number or in any other call number designation associated with or used in connection with the Company's Services. The Company may change any such numbers or designation assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.

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2. RULES AND REGULATIONS (cont.)

2.2.5 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

- (a) payment of all charges for services in accordance with this Tariff.
- (b) reasonable care for the equipment of Company on the Customer's premises;
- (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
- (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer.
- (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
- (f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**2. RULES AND REGULATIONS (cont.)**

- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.2.6 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company Facilities.

2.2.7 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.2.8 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

**2.3 Transmission**

The Services are suitable for the transmission of voice and data communications only to the limited extent set forth herein.

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2. RULES AND REGULATIONS (cont.)2.4 Equipment

- 2.4.1 Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.
- 2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations. 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 including the suspension of service.
- 2.4.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect at the time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2. RULES AND REGULATIONS (cont.)2.4 Equipment (cont.)

2.4.4 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 or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to Company, Customer will be liable for such damage or loss.

2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

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## 2. RULES AND REGULATIONS (cont.)

### 2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to deliver Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall permit the Company to remove all of its facilities and equipment from (and shall arrange for the Company to have access to) any and all User premises where they are located, which equipment and facilities are not to be deemed abandoned.

### 2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

#### 2.6.1 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests Service in a location where facilities are not yet available, Company, at its option, may provide such service if the Customer agrees to share in the capital cost for any required special construction. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company has legal authority and the technical feasibility to construct facilities and provide services.

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**2. RULES AND REGULATIONS (cont.)****2.7 Interruption**

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base in advance if possible via a website prescribed for scheduled outage messages.

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2. RULES AND REGULATIONS (cont.)2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation.

2.10 Billing and Payments

The Company will follow Commission-approved billing and collection procedures, which include:

2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. All Monthly Recurring Charges are billed in advance and any Nonrecurring Charges, including usage-based charges, are billed in arrears.

2.10.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of amount erroneously billed.

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President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

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2. RULES AND REGULATIONS (cont.)2.11 Late Payment Charge

A charge of up to five dollars (\$5.00) will be applied to Customer's invoices for regulated Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered. This charge shall not be applied to any portion of the bill that is disputed or to previous unpaid late payment fees.

2.12 Deposits

2.12.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge. Company shall be liable for interest on deposits held for more than ninety days, consistent with state law.

2.12.2 The deposit shall be not more in amount than the estimated charge for two (2) months of Service or the total combined amount of the Customer's prior two monthly bills, if applicable, whichever is greater.

2.12.3 No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. Written notice shall be mailed advising the Customer of any new or additional deposit requirement.

2.12.4 A deposit does not relieve the Customer of responsibility for prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

2.12.5 A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this Tariff.

2.12.6 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest pursuant to the annual rate set by the Commission, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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2. RULES AND REGULATIONS (cont.)

2.13 Returned Check Charge

The Customer will be charged up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

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2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall contain the name of the person whose service is to be terminated and the telephone number where the service is being rendered. The final date shall be not less than seven (7) days after the notice is postmarked, or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service

Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. The Customer will be provided seven (7) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected consistent with Commission Rules, including:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Service Order, or of any other Regulations by the Customer, by any User, or by any other person;

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2. RULES AND REGULATIONS (cont.)

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

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2. RULES AND REGULATIONS (cont.)2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.H For nonpayment of bill for Commission-regulated services by the current Customer, provided that the Company has made a reasonable attempt to effect collection and:

(1) Has provided the Customer with seven (7) days' prior written notice with respect to an unpaid bill (except that, insofar as consistent with Commission rules, disconnection may take place prior to the expiration of the seven (7) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

(2) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures in this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

2.16.3 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

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2. RULES AND REGULATIONS (cont.)2.17 Complaint Procedures

All bills are presumed accurate, and shall be binding on the Customer unless Company receives objection from the Customer within ninety (90) days after such bills are rendered. A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. A Customer who is still not satisfied should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, NY 10941

The Company's supervisory personnel shall inform any Customer wishing to escalate a complaint that they are entitled to have the problem reviewed by the Commission, furnishing them with contact information as follows:

Public Utilities Commission of Ohio  
Attn: IAD  
180 E. Broad Street  
Columbus, Ohio 43215-3793  
Telephone: (800) 686-PUCO (7826)  
(800) 686-1570. TTY-TDD  
(8 a.m. to 5 p.m., Monday through Friday)  
Fax: (614) 752-8351

Consumers may file an online complaint and access additional information at  
<http://www.puco.ohio.gov/PUCO/Consumer/information.cfm?id=4090>

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rules. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

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**2. RULES AND REGULATIONS (cont.)****2.18 Limitation of Liability (cont.)**

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

2.18.5 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or as provided for under state law or Commission Rule.

2.18.6 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

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2. RULES AND REGULATIONS (cont.)

2.18.7 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred.

2.18.8 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.18.9 Any other provision of this Tariff notwithstanding, in no event will the Company's liability under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000).

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**2. RULES AND REGULATIONS (cont.)**

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2.18.10 The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

**2.19 Disclaimer**

2.19.1 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

2.19.2 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

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2. RULES AND REGULATIONS (cont.)2.19 Disclaimer (cont.)

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from any alleged cause including but not limited to: injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, damage or other alleged harm was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

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2. RULES AND REGULATIONS (cont.)2.21 Unlawful Use of Services

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.20 foregoing also include Claims arising from or in connection with:

- 2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;
- 2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;
- 2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;
- 2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and
- 2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

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2. RULES AND REGULATIONS (cont.)2.22 Credits and Credit Allowances

The Company follows credits and credit allowances procedures consistent with the Commission's rules, and highlights the following provisions:

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of a User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters, Acts of God or other *force majeure* conditions (see §2.26); or (iv) the inability of the Company to gain access to the subscriber's premises for the purpose of investigating and correcting the interruption. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours. An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Credits will not be issued for (1) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; (2) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and (3) interruption of service during a time period in which the Company provides a satisfactory replacement service. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

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2. RULES AND REGULATIONS (cont.)

2.23 Establishing Credit

The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements.

2.24 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

2.25 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable state regulations.

2.26 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent any alleged deficiency of performance is caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes; insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties which are (i) unrelated to Company or (ii) related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority having appropriate jurisdiction over the Company.

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2. RULES AND REGULATIONS (cont.)2.27 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Public Utilities Commission of Ohio, the laws of the State of Ohio, and any applicable federal law(s).

2.29 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent, which shall not be unreasonably withheld.

2.30 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.31 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

2.32 Severability

The provisions in this tariff are severable and, in the event any court or regulatory body finds any provision or provisions invalid, all other provisions remain in effect.

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### 3. DESCRIPTION OF SERVICES : BUSINESS SERVICE

The Company's business local exchange service is also offered in bundled service packages which may include additional detariffed or non-regulated elements. These are described in the Company's Service Guide.

#### 3.1 Basic Local Exchange Service

Basic Local Exchange Service enables a business end user customer, using the primary line serving its premises, to originate or receive voice communications within a local service area. This service includes the following elements:

- Local dial tone service
- Touch tone dialing capability
- Access to 9-1-1 services where this service is available
- Access to operator services and directory assistance
- Listing in a telephone directory and a copy of that directory
- "Per call" caller ID blocking capability
- Access to telecommunications relay service
- Access to toll presubscription, interexchange or toll providers or both, and the networks of other telecommunications companies

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)3.2 Standard Local Exchange Service Features

The Company's Basic Local Exchange Service includes the following features where technically feasible:

Anonymous Call Rejection (\* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3<sup>rd</sup> Party/Collect Block)

If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (\* 72 )

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (\*67)

Caller ID Per Call Blocking allows the User to block Caller ID information from being displayed on the Caller ID display of the called party.

Cancel Call Waiting (\*70 )

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)3.2 Standard Local Exchange Service Features (cont)Repeat Dial (\* 66 )

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (\* 69 )

Return Call is a feature that will automatically redial the number of the last person who called the Customer's number, whether anyone is able to answer the phone or not.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (\*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in Section 3.3.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)3.3 Optional Features and Services

Optional Features and Services are not included in Company's Basic Local Exchange Service but may be added by the Customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of Basic Local Exchange Service or an equivalent detariffed service package which includes local exchange service.

3.3.1 Operator Services and Directory Assistance

Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

## 3.3.1.A Operator Services ("OS"): "Dial Zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.3.1.B Directory Assistance ("DA"): Operator provided directory assistance look up of a listed phone number.3.3.1.C Directory Assistance Call Complete ("DACC"): Operator provided directory assistance look up and call completion.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

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3.4 Directory Listing Service

- 3.4.1 Single Listing. The Company will provide each Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2 Length Limitations. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3 Rejected Listings. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.
- 3.4.4 Timely Listing Information. In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.
- 3.4.5 Nonlisted Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)3.4 Directory Listing Service (cont)

3.4.6 Non-Published Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public. Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.

3.4.7 Enhanced Business Whitepages and Yellowpages Directory Listings. Enhanced Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Business Service line. The Enhanced Business Whitepages and Yellowpages Directory listings include:

- Local Main Listing
- Straight Line Under main listing
- Caption Main Listing

3.5 911 Emergency Service ("911 Service")

3.5.1 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

3.5.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)3.5 911 Emergency Service ("911 Service") (cont)

3.5.3 In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier (ALI), and Automatic Number Identifier (ANI)), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.

3.5.4 By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

3.5.5 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.6 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the designated state provider(s) to complete such calls.

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4. RATES: BUSINESS SERVICE

The rates in this section apply to the small business services described in section 3 of this tariff.

4.1 Business Basic Local Exchange Service Maximum  
Rate

4.1.1 Monthly Charges.

Basic Local Exchange Service \$54.95

4.1.2 Business Service Discounts. Discounts are applied only to Customer's purchasing at least one Business Service (full feature product) line. Discounts are rounded to the nearest 0.05 per discount.

4.1.2.A Customers committing to a 36 month contract for Business Service shall receive a 5% discount on their monthly per line charge.

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4. RATES: BUSINESS SERVICE (cont.)4.1 Business Basic Local Exchange Service (cont.)4.1.3 Nonrecurring Charges.

	Maximum Rate
(A) Customer Installation Charge	\$ 46.95
(B) Processing/Application Fee	\$ 21.75
Directory Listing:	
(A) Non-Listed Telephone Number Service	\$ 21.75
(B) Non-Published Telephone Number Service	\$ 21.75
(E) Change of Telephone Number	\$ 21.75
(F) Change of Directory Listing	\$ 13.75
(G) Change of Inter Exchange Carrier (IXC) PIC	\$ 7.50
(H) Change of Regional Toll Carrier PIC	\$ 7.50
(I) Temporary Suspension – Customer Request	\$ 32.75
(J) Transfer Fee	\$ 25.00
(K) Restore Fee	\$ 25.00
(L) Return Check Fee	up to \$ 36.50
(M) Late Fee	up to \$ 7.50
Custom Intercept Services:	
(N) Direct Cut through	\$ 13.75
(O) Cut through with referral	\$ 14.25

4.1.4 Monthly Recurring Charges:

Directory Listing:	
(A) Non-Listed Telephone Number Service	\$ 4.95
(B) Non-Published Telephone Number Service	\$ 7.50

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4. RATES: BUSINESS SERVICE (cont.)4.1 Business Basic Local Exchange Service (cont.)

4.1.5 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

	<u>Maximum Rate</u>
Operator Services:	
(A) Operator Station-to-Station (consumer dialed 0+)	\$ 5.95
(B) Operator Station-to-Station (operator dialed 0-)	\$ 5.95
(C) Person-to-Person (consumer dialed 0+)	\$ 8.35
(D) Person-to-Person (operator dialed 0-)	\$ 8.35
(E) Busy Line Verify	\$ 9.15
(F) Busy Line Verify and Interrupt	\$ 9.15
(G) Agent Handling Fee (Live agent bill payment processing)	\$ 7.50
Directory Assistance (DA):	
(H) Customer Dialed DA	\$ 2.95
(I) Operator Dialed DA	\$ 3.75
(J) DA Call Completion – Additional Charge	\$ 1.75
Busy Line Verify	\$ 9.00
Busy Line Verify and Interrupt	\$ 15.25

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**4. RATES: BUSINESS SERVICE (cont.)****4.2 Individual Case Basis**

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

**4.3 Employee Rates**

Company may offer special rate packages to its employees or employees of its Affiliates that are not available to the general public.

**4.4 Promotions**

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

**4.5 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), E911 surcharges, number portability surcharges and any applicable and authorized Subscriber Line Charges (SLC)

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5. LOCAL EXCHANGE SERVICE AREA

The Company's local exchange services are offered to customers in the following Ohio exchanges:

Antwerp  
Hicksville

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**INTRASTATE ACCESS SERVICES TARIFF**

**FOR**

**OHIO**

This tariff contains the description, regulations and rates for the furnishing of services and facilities for intrastate access telecommunications services provided by MCC Telephony of the Midwest, LLC to Carrier Customers within the state of Ohio. The Company's principal offices are located at: 100 Crystal Run Road, Middletown, New York, 10941. This tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected, during normal business hours at the Company's principal place of business.

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CHECK LIST

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original*	26	Original*
1	Original*	27	Original*
2	Original*	28	Original*
3	Original*	29	Original*
4	Original*	30	Original*
5	Original*	31	Original*
6	Original*	32	Original*
7	Original*	33	Original*
8	Original*	34	Original*
9	Original*	35	Original*
10	Original*	36	Original*
11	Original*	37	Original*
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
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21	Original*		
22	Original*		
23	Original*		
24	Original*		
25	Original*		

\* = New or revised page

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**SYMBOLS**

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

- (C) Changed administrative regulation
- (D) Discontinued rate, administrative regulation or test
- (I) Change Resulting in an Increase to a Customer's Bill
- (N) New rate and/or new test
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Page Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check list for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check List** - When a tariff is filed with the Commission, an updated check list accompanies the tariff filing. The check list identifies the tariff pages, with a cross reference to the current revision number. When new pages are added, the check list is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this list if these are the only changes made. The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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**Section 1 - TECHNICAL TERMS AND ABBREVIATIONS****1.1 Definitions**

**Access Services** - intrastate switched or special access services provided by the Company to telecommunications carriers or other providers that access the Company's End-Users via the Company's local exchange network for the transmission of voice, data or video/image information..

**Authorized User** - a person or entity which is designated or permitted by the Carrier Customer to receive services provided by the Company under this Tariff or otherwise make use of the services provided under this Tariff, whether directly or indirectly, including the taking of services provided by the Carrier Customer where the Carrier Customer incorporates into its own offerings the services provided under this Tariff. Notwithstanding this definition, the Carrier Customer remains liable for all use of the services provided to it by the Company hereunder whether such use is by the Carrier Customer, the Carrier Customer's agents, Authorized Users or other persons or entities, including those persons or entities not authorized for such use.

**Call** - A completed connection between the calling and called End-User parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier** - An entity other than the Company that provides telecommunications services.

**Carrier Customer** - A Carrier that receives intrastate switched or special access service from the Company in order to reach End-Users who are not telecommunications carriers. Carrier Customer is responsible for the payment of charges for this service and for compliance with the Company's regulations and applicable law. If Carrier Customer receives terminating access service from Company on behalf of another carrier ("transit traffic"), Carrier Customer remains liable for charges for Company's access services except insofar as Company is provided adequate billing information to invoice Carrier Customer's customer and receives full payment

**Commission** - The Public Utilities Commission of Ohio

**Company** - MCC Telephony of the Midwest, LLC, unless specifically stated otherwise.

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**Section 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****1.1. Definitions (Cont'd)**

**Constructive Order** – affirmative actions which constitute an order by a Carrier for the Company's services with or without the existence of a written Service Order. These include, but are not limited to the Customer's delivery of traffic to the Company for termination to the Company's End Users or acceptance by the Customer of traffic from the Company's End Users or any other acceptance of the Company's services. Selection of the Customer by Company's End User as that User's PIC also constitutes a Constructive Order by the Customer for the Company's switched access services.

**Customer** – the person, firm, or other entity that, expressly pursuant to a Service Order or constructively as described below, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service. (Also see Carrier Customer.)

**End User** – any subscriber to a Telephone Exchange Service, Interstate or foreign communications service (including but not limited to the local exchange services of the Company) that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmission offered by such reseller originate on the premises of such reseller. Notwithstanding the foregoing, a person or entity does not qualify as an End User by virtue of purchasing services under the Tariff or other switched access services.

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

**Force Majeure Conditions** - causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof.

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Section 1 - **TECHNICAL TERMS AND ABBREVIATIONS** (Cont'd)

1.1. **Definitions** (Cont'd)

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

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

**Interexchange Company**: any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communications by wire or radio between two (2) or more exchanges

**Message** - A completed telephone Call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

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

**Service Order** - A request for access services executed by the Carrier Customer and the Company in a format devised by the Company. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers. Carrier Customers may commit to a request for services via an express written service order or by an affirmative/constructive service order as described elsewhere in this Tariff.

**Transit Traffic** - Local Traffic or ISP-bound Traffic originating on the network of a facility-based carrier other than Company or Carrier Customer that is transported by Carrier Customer and delivered to Company for termination

**User** - any person or entity making use of the services provided by Company under this Tariff, including but not limited to Carrier Customer and its agents, other carriers, Authorized Users and End Users. Carrier Customer is responsible for all charges arising from use of the services provided by Company under this Tariff by any user, whether or not authorized for such use.

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**Section 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.2 Abbreviations**

**ANI** - Automatic Number Identification

**BNA** - Billing Name and Address

**IXC** - Interexchange Carrier

**PIC** - Primary Interexchange Carrier

**PICC** - Presubscribed Interexchange Carrier Charge

**POP** - Point of Presence

**V&H** - Vertical and Horizontal Coordinates

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**Section 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company provides switched access telecommunications services to Carrier Customers to enable those Carrier Customers to access the Company's local exchange End User Customers.
- 2.1.2 The terms and conditions in this Tariff apply to the Intrastate Common Carrier Telecommunications Services provided by the Company, where the Company does not otherwise provide such services to a Customer pursuant to contract or other arrangement, as permitted by applicable law. The Company may provide any of the services offered under this Tariff, or any combination of services, to Customers through the use of contracts, whether written or implied-in-fact, or other arrangements independently of this Tariff, consistent with applicable law, including but not limited to the rules and orders of the Commission. Service arrangements outside of this Tariff between the Company and its Customers in place as of the effective date hereof for services that are otherwise covered by this Tariff shall not be modified by the issuance of this Tariff, except as required by law or through mutual agreement of the Company and the Customer. This Tariff shall not be incorporated into, or supersede, Company contracts or other arrangements with its Customers unless the parties expressly provide for such incorporation or supersession. Customized service packages and competitive pricing arrangements at negotiated rates may be furnished under this Tariff on an individual case basis. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.
- 2.1.3 The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier Customers for the purpose of originating or terminating intrastate communications.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company shall use reasonable efforts to deliver services to a Customer on or before the date requested by the Customer, subject to the provisions of this Tariff. The Company does not guarantee availability of services by a requested date and shall not be liable for delays in delivering service to any Customer.

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By: **Calvin Craib, President**  
**MCC Telephony of the Midwest, LLC**  
**100 Crystal Run Road**  
**Middletown, NY 10941**

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.1 Undertaking of the Company**

- 2.1.6 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-866-777-1670. Carrier Customers wishing to communicate with the Company in writing may send correspondence to: 100 Crystal Run Road, Middletown, New York 10941.

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the provisions of this tariff. Company may substitute, change or rearrange any equipment or facility at any time and from time to time as necessary for the efficiency of its network. The furnishing of service is subject to the availability on a continuing basis of all necessary facilities and adequate capacity, with respect both to the Company's facilities and those obtained from other carriers.
- 2.2.2 Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 Service may be refused, limited or allocated because of system capacity limitations or some other cause beyond the Company's control.
- 2.2.6 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7 Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.2 Limitations of Service**

- 2.2.8 The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or any of the provisions of this tariff.
- 2.2.9 The services provided under this Tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with written consent of the Company.

**2.3 Limitations of Liability**

- 2.3.1 Services and facilities furnished by the Company pursuant to this Tariff are subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission or any injury whatsoever caused by of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 2.3.4.B Any interruptions, delays, errors or defects in transmission or for any injury whatsoever caused by unauthorized use of services provided by Company to Customer.

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.3. Limitations of Liability (Cont'd)**

**2.3.4 (Cont'd)**

2.3.4.C Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by force majeure conditions or as a result of causes beyond the Company's control;

2.3.4.D Any unlawful or unauthorized use of the Company's facilities and services by the Customer, the Customer's agents, Authorized Users or other persons or entities;

2.3.4.E Libel, slander or infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly out of the material, data, information or other content transmitted over facilities or equipment provided by the Company;

2.3.4.E.1 Infringement of patents allegedly arising from combining apparatus and systems of the User, Customer or the Customer's End User with facilities provided by the Company;

2.3.4.E.2 Claims arising out of any act or omission of the User in connection with service provided by the Company.

2.3.4.E.3 Breach in the privacy or security of communications transmitted over the Company's facilities;

2.3.4.E.4 Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.

2.3.4.E.5 Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.

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**Section 2 - RULES AND REGULATIONS (Cont'd))**

**2.3. Limitations of Liability (Cont'd)**

- 2.3.4.E.6 Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.E.7 Any noncompleted Calls due to network busy conditions; and
- 2.3.4.E.8 Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer and shall not be liable for any act or omission of other carriers.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.3. Limitations of Liability (Cont'd)**

- 2.3.9 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise. In no event shall the Company be liable for any direct, indirect, incidental, consequential, exemplary, special, actual or punitive damages, or for any lost revenue or profits of any kind or nature whatsoever arising out of any defects or any other cause regardless of the cause or foreseeability thereof.
- 2.3.10 No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither 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 Company and 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 Company and Customer.
- 2.3.11 Neither Company nor Customer or any joint or Authorized User shall disclose any plans, drawings, trade secrets or other proprietary information of the other party

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.4 Responsibilities of the Carrier Customer**

- 2.4.1 The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2 The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.4 Responsibilities of the Carrier Customer (Cont.)**

2.4.5 At the option of the Company, the Customer shall obtain, maintain and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premise. Any costs associated with obtaining and maintaining the rights of ways described herein, including any building modification costs, shall be borne entirely by the Customer. 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 Company facilities and equipment in the Customer's premise or within the rights-of-way for which Customer is responsible.

2.4.6 The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE) which is connected to Company's equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer's specification sheet for each item of CPE that is or is proposed to be attached to Company's facilities. 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 of any CPE.

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service**

**2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- 2.5.1.C If the Carrier Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.5. Allowances for Interruptions in Service (Cont'd)****2.5.2 Application of Credits for Interrupted Services**

2.5.2.A At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable for a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. Only those facilities on an interrupted portion of a circuit, service or facility will receive a credit. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first and released by the Customer for testing and repair. The interruption period ends when the circuit, service and/or facility is operational. If Customer reports an interruption but declines to release the circuit, service and/or facility for testing and repair, the circuit, service and/or facility will be considered impaired but not interrupted.

2.5.2.C In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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

For the calculation of credit allowances, every month is considered to have thirty (30) days.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.5. Allowances for Interruptions in Service (Cont'd)****2.5.2. Applications of Credits for Interrupted Services (Cont'd)**

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

**2.5.3 Limitations on Allowances**

2.5.3.A No credit allowance will be made for any interruption of service:

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Carrier Customer, the Carrier Customer's End User, or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to Force Majeure Conditions or circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the Carrier Customer continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and
- 2.5.3.A.7 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.6 Applications for Service**

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

**2.6.1 Service Orders**

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

2.6.2 A Carrier-Customer may affirmatively request the Company's access services either expressly by placing a written request for the Company's service or constructively by (a) sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or (b) allowing Company End-User Customers to choose the Carrier Customer as their PIC and once processed, allowing Company End-User Customers to utilize the Carrier Customer as their primary IXC. A Carrier Customer which has constructively ordered Company's originating and/or terminating switched access services is responsible for payment of charges and compliance with the Company's regulations and applicable law.

2.6.3 If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.6. Applications for Service (Cont'd)**

2.6.4 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for non-recurring charges for such change(s). If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

**2.7 Installation of Service**

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

**2.8 Use and Restoration of Service**

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.9 Jurisdictional Reporting**

2.9.1. Jurisdictional reporting requirements apply as described within this section. A Customer ordering Access Service must provide its projected Percentage Interstate Usage (PIU) (in whole numbers) to the Company. These percentages will be used to allocate usage and charges between interstate and intrastate traffic categories until a revised report is provided. Reported PIU factors are used only where the call detail is insufficient to determine the actual jurisdiction of traffic.

2.9.2 Customers must provide an updated PIU calculation quarterly, by the 10<sup>th</sup> day of January, April, July and October. The new PIU must reflect usage percentages from the preceding calendar quarter's traffic and will be used as the basis for calculating the current quarter's billing. If Customer fails to update its PIU, the Company, at its discretion, may use the previously submitted PIU figure or may apply the default percentage stated in this provision. In the absence of any PIU report from the Customer, the Company will apply a default presumption of 50 percent interstate traffic and 50 percent intrastate traffic.

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.9 Jurisdictional Reporting (Cont'd)**

- 2.9.3 Customer must retain records of call detail from which the PIU has been calculated. Upon request by the Company, these records must be made available for inspection as reasonably necessary for verification purposes. The Company may conduct an audit at any time.
- 2.9.4 In the event of a billing dispute or if a regulatory agency inquires regarding the PIU figure in use, the Customer shall provide sufficient data for the Company to respond fully to the agency questions and shall cooperate fully in resolving any inquiries.

**2.10 Meet Point Billing**

- 2.10.1 In the event that more than one Exchange Telephone Company is involved in provision of access services to Customer, meet point billing shall apply. Recurring and nonrecurring charges for services provided by each carrier shall be invoiced under that carrier's applicable rates and charges.
- 2.10.2 The Company complies with the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.11. Termination of Access Service****2.11.1 Company Termination of Service**

The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law without incurring any liability. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment without incurring any liability.

2.11.1.A The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) days' written notice via first class mail:

2.11.1.A.1 For non-hazardous non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;

2.11.1.A.2 For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;

2.11.1.A.3 For Carrier Customer non-compliance with state, local or other codes;

2.11.1.A.4 For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least twenty (20) business days' before termination.

2.11.1.A.5 For non-use of services within 60 days from the service start date.

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.11. Termination of Access Service (Cont.)**

**2.11.1 Company Termination of Service (Cont.)**

2.11.1.B The Company may terminate (or suspend) service *without notice* for any of the following reasons:

2.11.1.B.1 In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous condition");

2.11.1.B.2 In the event of the Carrier Customer's illegal use of equipment or service provided by the Company, or for any violation of law or any of the provisions governing the furnishing of service under this Tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.;

2.11.1.B.3 In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

2.11.1.B.4 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.11. Termination of Access Service (Cont.)**

**2.11.1 Company Termination of Service (Cont.)**

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

**2.12 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

If a service is disconnected by the Company in accordance with Section 2.11 preceding and later restored, restoration of service will be subject to all applicable installation charges.

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**Middletown, NY 10941**

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.13 Payment of Charges**

- 2.13.1 The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.
- 2.13.2 When Carrier Customer delivers transit traffic to Company for termination, Carrier Customer is liable for payment of charges for Company access service. If, and only if, Carrier Customer provides adequate billing information for its transit traffic customer, Company will bill that transit traffic customer for its services; however, Carrier Customer remains liable for any nonpayment by its customer.
- 2.13.3 Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.
- 2.13.4 The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears.
- 2.13.5 The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full (in available funds) by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.13.6 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- 2.13.7 Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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**Section 2 - RULES AND REGULATIONS (Cont'd)**

**2.14' Contested Charges**

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than ninety days (90) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

- 2.14.1 First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.14.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Commission at the following address:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215  
[www.puco.ohio.gov](http://www.puco.ohio.gov)

If Customer fails to file a complaint with the Commission within thirty (30) days following Company's delivery to Customer of the results of its review, the disputed amount shall be deemed due and payable.

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**Section 2 - RULES AND REGULATIONS (Cont'd)****2.15 Taxes**

Company reserves the right to bill any and all applicable taxes and fees in addition to the tariffed rates and charges for services provided to Customer. Taxes and fees include but are not limited to: federal excise tax, gross receipts tax, State and local sales, use and similar taxes. These shall be billed as separate items and are not included in the quoted rates for service.

**2.16 Notices and Communications**

2.16.1 At the earliest practicable opportunity, once a Company-Customer relationship is initiated, whether by express Service Order, constructive order or in any other manner as described above, Company and Customer shall provide to each other the address to which notices and other correspondence shall be mailed or otherwise delivered. Customer may designate a separate address for the receipt of invoices. Company may designate a separate address for delivery of payments.

2.16.2 All notices and other communications shall be in writing. Delivery shall be deemed effective upon the earlier of (a) three days following deposit, prepaid and correctly addressed, into the U.S. Mail or a private delivery service; or (b) actual receipt or refusal by the addressee.

2.16.3 The Company and Customer may agree to accept delivery in electronic format with corresponding protocols.

2.16.4 Company and Customer shall apprise the other, as promptly as practicable, of any changes to the addresses provided pursuant to this section.

**2.17 Transfers and Assignments**

The Company may, in accordance with Commission rules, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent, which shall not be unreasonably withheld.

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**Section 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

- 3.1.1. The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.
- 3.1.2. Carrier Customer traffic to the Company's end offices will be measured (*i.e.* recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating Calls will be measured (*i.e.* recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.
- 3.1.3. For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End-User's end office, indicating the originating End-User has disconnected, or the Carrier Customer's point of termination, whichever is first recognized by the switch.
- 3.1.4. For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End-User's end office, indicating the terminating End-User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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**Section 3 – DESCRIPTION OF SERVICE (Cont'd)****3.1. Timing of Calls (Cont'd)**

3.1.5. For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

3.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

**3.2 Service Commencement Date**

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

**3.3 Service Cancellation Date**

The Service Cancellation Date is that on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer. In the event that the Company terminates service *without notice* for the reasons set forth above in Section 2.11.1.B., the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

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**Section 3 - DESCRIPTION OF SERVICE (Cont'd)****3.4 Access Service Offerings**

Where technically and economically feasible, the Company offers access services to Carrier Customers pursuant either to contractual arrangements or as provided within this Tariff. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

**3.4.1 Switched Access Services**

Switched Access Service is available to Carrier Customers for their use in furnishing service to End Users which may include other carriers. This service allows for a communications path between a Carrier Customer's designated Premises and an End-User premises. Switched Access Service provides the ability to originate Calls from an End-User Customer premises to a Carrier Customer's premises, and to terminate Calls from a Carrier Customer's premises to an End-User Customer's premises.

**3.4.1.A Originating Switched Access**

Originating Switched Access provides the Carrier Customer with a communications path between a Carrier Customer's Premises and an End-User Customer's premises where a Call is originated from the End User Customer.

**3.4.1.B Terminating Switched Access**

Terminating Switched Access provides the Carrier Customer with a communications path between a Carrier Customer's Premises and an End-User Customer's premises where a Call is terminated from another Calling Party.

**3.4.1.C Local Switching**

The Local Switching rate element provides for the use of end office switching equipment, terminations for the End User lines terminating in the local end office, and for termination of calls at a Company intercept operator or recording.

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**Section 3 - DESCRIPTION OF SERVICE** (Cont'd)**3.4 Access Service Offerings** (Cont'd.)**3.4.1.D Transport Termination**

Transport Termination provides the local end office switching and termination functions necessary to complete the transmission of switched access communications to and from End Users served by the Company's end office.

**3.4.1.E Transport MOU/Mile**

Transport Minutes of Use ("MOU") provides for transmission facilities between the Carrier Customer premises or collocated interconnection location and the Company's end office switch(es) where the Carrier Customer's traffic is switched to originate or terminate its communications. This rate is assessed on a per mile basis.

**3.4.1.F Toll-Free Database Query**

The Toll-Free Database Query charge applies to each Toll-Free 8XX Call query received at the Company's Toll-Free 8XX database.

**3.4.2 Billing Name and Address (BNA) Service**

BNA Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Carrier Customer to bill its telephone communications service to its End-User Customers and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

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

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**Section 3 - DESCRIPTION OF SERVICE** (Cont'd)**3.4 Access Service Offerings** (Cont'd.)**3.4.2 Billing Name and Address (BNA) Service** (Cont'd)

BNA Service, which allows Carrier Customers to submit the End-User's ten-digit ANI for returned End-User BNA, is provided on both a manual and automated basis. On a manual basis, the BNA information may be requested by a written request (*i.e.*, facsimile or electronic mail). On an automated basis, the Carrier Customer-initiated request for information is available through electronic data transmission. The Company, upon receipt of the Carrier Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101 XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

**3.4.2.A. Undertaking of The Company**

3.4.2.A.1 The Company will respond within ten (10) business days of receipt of a Carrier Customer's manual request for End-User BNA information. The Company will respond to all automated BNA requests within five (5) business days of receipt.

3.4.2.A.2 Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

3.4.2.A.3 The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

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**Section 3 - DESCRIPTION OF SERVICE** (Cont'd)**3.4 Access Service Offerings** (Cont'd.)**3.4.2 Billing Name and Address (BNA) Service** (Cont'd)**3.4.2.B Obligations of the Carrier Customer**

3.4.2.B.1 With each order for BNA Service, the Carrier Customer shall identify the authorized individual and address to receive the BNA information.

3.4.2.B.2 The Carrier Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Carrier Customer personnel or agents with a need to know the information.

3.4.2.B.3 The Carrier Customer shall not publicize or represent to others that the Company jointly participates with the Carrier Customer in the development of the Carrier Customer's End-User records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

**3.5 Individual Case Basis**

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers on a nondiscriminatory basis.

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**Section 3 - DESCRIPTION OF SERVICE (Cont'd)****3.6 Additional Service Elements****3.6.1 Miscellaneous Charges****3.6.1.A Access Order Change**

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

**3.6.1.B Bad Check Charge**

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

**3.6.1.C. Reconnection**

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

**3.6.1.D Late Payment Fee**

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

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**Section 4 - RATES AND CHARGES****4.1 Access Service Rates****4.1.1 Switched Access Service**

4.1.1.A	<u>Originating Switched Access</u>	<u>Per Minute Charge</u>
	<u>Local Switching</u>	*
	<u>Transport Termination</u>	*
	<u>Transport MOU/Mile</u>	*
4.1.1.B	<u>Terminating Switched Access</u>	
	<u>Local Switching</u>	*
	<u>Transport Termination</u>	*
	<u>Transport MOU/Mile</u>	*
4.1.1.C	<u>800 Database Queries</u> (in addition to any other applicable charges)	*

\* The Company's rates for originating and terminating switched access services mirror those of the incumbent provider for the exchanges in which the Company operates. At this time, these are set forth entirely in Verizon North, Inc's P.U.C.O. No. 2 Tariff which "assents to, adopts and concurs in" Tariff FCC No. 14 filed with the Federal Communications Commission by the Verizon Telephone Companies. MCC Telephony mirrors those rates as they are currently stated and as they may be subsequently revised or supplemented.

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.1. Access Service Rates (Cont'd)****4.1.2 BNA Service**

The BNA Service Account Establishment Charge and the Record Transmission Charge apply to BNA Service. When a Carrier Customer cancels an order for BNA Service after the order date, the BNA Service Account Establishment Charge (if applicable) and the Record Transmission Charge will apply.

**4.1.2.A BNA Service Account Establishment Charge**

The BNA Service Account Establishment Charge applies for the initial establishment of BNA Service on a manual basis.

Non-recurring charge: \$500.00

**4.1.2.B The BNA Record Transmission Charge**

The BNA Record Transmission Charge is a usage rate which applies on a per record ("ANI") basis. Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records transmitted and report pages processed. The Company then will bill the Carrier Customer in accordance with these record counts, whether or not the Company was able to provide BNA information for all BNA records. Each record/message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on a manual basis.

BNA Facsimile Service:  
Per BNA record: \$1.00

BNA Electronic Mail Service:  
Per BNA record: \$1.00

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.2 Miscellaneous Charges

4.2.1 Access Order Change

Per change: \$50.00

4.2.2 Reconnection

Per reconnection: \$25.00

4.2.3 Bad Check Charge

Per returned check: \$25.00

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**EXHIBIT 18**

**List of Detariffed Services**



**List of Detariffed Services Which Applicant  
Proposes to Offer in Ohio Following Certification**

**SMALL BUSINESS SERVICES**

	<u>Maximum Rate</u> (per month)
<u>Mediacom Business Voice &amp; Data (bundled)</u> Includes flat-rate all-you-can-dial local and long distance calling	\$67.95 (total package price)
Long Distance Calling as adjunct to Basic Local Exchange Service	\$24.95

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Additional Detariffed Services which will be made available to Ohio consumers include:

Monthly Inside Wire Maintenance Fee provides outage protection for both Video Coaxial cable and Telephony Twisted Pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

Business Customer Premises Work Charges	<u>Maximum Rate</u> (per month):
<u>Fixed Fee Installation</u>	
Initial Jack	\$ 93.00
Additional Jack	\$ 59.00
<u>Installation Service Visit to Premises</u>	
First hour (minimum)	\$133.00
Each additional ½ hour	\$ 55.00
<u>Out of Hours Service Request</u>	
First Hour (minimum)	\$225.00
Each additional ½ hour	\$ 97.50
<u>Repair Service Visit</u>	
First ½ hour (minimum)	\$104.00
Each additional ½ hour	\$ 57.00

## Voice Mail

1.1 Basic Voice Mail. Basic Voice Mail allows a User to receive, store, edit and forward messages.

1.2 Enhanced Voicemail (available only to Business Service customers). Enhanced Voicemail includes the following features:

- Auto Attendant
- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

## Voice Mail (Cont.)

- 1.3 Advanced Voicemail (available only to Business Service customers). Advanced Voicemail includes the following features:

- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Extension Mailboxes (9 Per Line)
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

Maximum Rate  
(per month)

Business Enhanced Voicemail \$ 13.95

Business Advanced Voicemail  
(with additional mail box capabilities) \$ 6.95

## ENTERPRISE/PRIVATE LINE SERVICE

### *DS-3*

DS-3 service offers a transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

	<u>Maximum Rate</u>
Nonrecurring	Installation: \$3,500 Installation Outside of Normal Working
Hours:	\$62.00 (First Half Hour) \$31.00 (Each Additional Half Hour)
Recurring – Facility	\$5635.00/month
Recurring – Mileage	\$177.25/mile/month

### *Special Construction*

#### Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charge (applied on a time and materials Basis), recurring type charges, termination liabilities, or combinations thereof.

#### Basis for Cost Computation

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

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights-of-way;
- b) cost of maintenance,
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

### *Individual Case Basis*

In lieu of the rates otherwise set forth above, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's enterprise services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences ( labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees , and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 10-0127-TP-ACE**

Summary: Application to Provide Local Exchange and Interexchange Telecommunications Services in the State of Ohio - Part 4 of 4 electronically filed by Ms. Winafred R Brantl on behalf of MCC Telephony of the Midwest, LLC