

EXHIBIT C

RECEIVED

JUL 22 2009

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

SECRET

SECRET

SECRETARY OF THE ARMY
WASHINGTON, D.C. 20315

CLEAR RATE COMMUNICATIONS, INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICE
WITHIN THE COMMONWEALTH OF PENNSYLVANIA
THROUGHOUT THE SERVICE TERRITORIES OF
VERIZON NORTH, INC. AND VERIZON PENNSYLVANIA, INC.

Issued: July 21, 2009

Effective: July 22, 2009

By: Nancy Natzel – Regulatory Affairs
24700 Northwestern Hwy., Suite 340, Southfield, MI 48075
248-556-4500

TARIFF FORMAT

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

Page Revision Numbers. Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page No. 14 cancels the 3rd Revised Page No. 14.

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

2
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)

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

Explanation of Symbols. When changes are made in any tariff page, a revised page will be issued replacing the tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (D) - To signify decreased rate.
- (I) - To signify increased rate.
- (C) - To signify all other changes.

TABLE OF CONTENTS

	<u>Page</u>
Cover Page.....	Cover
Tariff Format.....	2
Table of Contents	3
Check Sheet.....	6
0.0 Application and Scope of Tariff.....	7
0.1 Application.....	7
0.2 Scope.....	7
0.3 Interconnection with Other Carriers.....	7
1.0 Explanation of Terms and Abbreviations.....	8
1.1 Definitions of Terms	8
1.2 Explanation of Acronyms and Trade Names.....	10
2.0 General Rules and Regulations	11
2.1 Undertaking of Clear Rate Communications, Inc.	11
2.1.1 General	11
2.1.2 Limitations	11
2.2 Use.....	11
2.2.1 Lawful Purpose	11
2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes.....	11
2.2.3 Unauthorized Use.....	11
2.2.4 Recording Devices	12
2.2.5 Use of Service Mark.....	12
2.3 Liability	12
2.3.1 Limitations on Credit Allowance	14
2.4 Service Area	16
2.5 Local Calling Area	16
2.6 Exchange Maps	16
2.7 Equipment	16
2.7.1 Availability and Facilities	16
2.7.2 Inspection, Testing, and Adjustment	16
2.7.3 Interference and Hazard	17
2.7.4 Maintenance and Repair	17
2.7.4.A Customer Liability.....	17
2.7.4.B Leased or Owned Facilities.....	17

2.8	Contract for Service.....	18
2.9	Application for Service.....	18
2.9.1	Information Required.....	18
2.9.2	Initiation of Service.....	18
2.10	Deposits.....	18
2.10.1	Deposit Requirements.....	18
2.10.2	Amount of Deposit.....	19
2.10.3	New or Additional Deposit.....	19
2.10.3.A	Abnormal Toll Usage.....	19
2.10.4	Handling of Deposits.....	19
2.10.5	Receipts.....	19
2.10.6	Customer Obligations.....	19
2.10.7	Refund.....	20
2.11	Billing.....	20
2.11.1	Monthly Billing.....	20
2.11.2	Account Codes.....	21
2.11.3	Bill Contents.....	21
2.12	Payment for Service.....	22
2.12.1	Late Payment and Check Service Charges.....	22
2.12.2	Partial Payment.....	22
2.12.3	Collection.....	22
2.12.4	Taxes and Fees.....	22
2.12.5	Supplemental Schedules for Municipal Tax.....	23
2.13	Disputes and Complaints.....	23
2.13.1	Disputed Bills.....	23
2.13.2	Complaint Procedures.....	23
2.14	Service Refusal, Disconnection, and Suspension.....	24
2.14.1	Notice of Pending Disconnection.....	24
2.14.2	Reasons for Service Refusal, Disconnection, and Suspension.....	24
2.14.3	Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit.....	25
2.15	Cancellations and Deferments of Service.....	26
2.15.1	Cancellation.....	26
2.15.2	Deferment of Start of Service.....	26
2.16	Discontinuance of Service.....	27
2.17	Special Promotions.....	27
2.18	Information Service Access Blocking.....	27
2.19	Caller ID Blocking Service (CIB).....	27

2.20	Emergency Call Handling Procedures.....	27
2.21	Intra LATA Presubscription Plan.....	27
2.22	Flat Rate Service.....	27
2.23	Individual Case Basis (ICB).....	28
2.24	Telephone Assistance Programs.....	28
2.24.1	General.....	28
2.24.2	Supplemental Link-Up Assistance.....	28
2.24.3	Supplemental Lifeline Assistance.....	28
2.24.4	Pennsylvania Telephone Relay Service.....	28
2.24.5	Caller ID Blocking Service (CIB).....	29
2.24.6	Voluntary Contributions.....	29
3.0	Services and Prices.....	30
3.1	Service Ordering Charges.....	30
3.1.1	Line Connection Charge.....	30
3.2	Exchange Access/Usage Service.....	30
3.2.1	Business Access Line/Usage Rates.....	31
3.2.2	Residence Access Line/Usage Rates.....	31
3.3	Custom Calling Features.....	32

CHECK SHEET

Pages 1 – 32 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

Issued: July 21, 2009

Effective: July 22, 2009

By: Nancy Natzel – Regulatory Affairs
24700 Northwestern Hwy., Suite 340, Southfield, MI 48075
248-556-4500

0.0 Application and Scope of Tariff

0.1 Application

This tariff contains the rates and regulations applicable to intrastate local and interexchange services provided by Clear Rate Communications, Inc. between and among points within Pennsylvania. Pursuant to the Pennsylvania Public Utilities Act, all services furnished by the Company under this tariff are classified as competitive.

0.2 Scope

Clear Rate Communications, Inc.'s services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Clear Rate Communications, Inc. are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by Clear Rate Communications, Inc. may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Clear Rate Communications, Inc. However, service provided by Clear Rate Communications, Inc. is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

1.0 Explanation of Terms and Abbreviations

1.1 Definition of Terms

Business Contracts & Termination Fees

Business customers who order services that are subject to contract shall be required to maintain service for the contract term. In the event the customer breaches the contract, the customer shall be subject to a termination fee that is equal to the monthly recurring charges multiplied by the remaining months under the commitment from when service initially started.

Calls

Telephone messages completed by Customers.

Central Office

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

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Pennsylvania Public Utility Commission

Customer:

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

Customer Contract

A written agreement between the Customer and Clear Rate Communications, Inc. containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

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

Delinquent or Delinquency

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

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

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

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Due Date

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

Exchange

A unit established for the administration of local communication services.

Exchange Service

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

Individual Case Basis

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

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

IntraMSA Service

The completion of calls between points within the boundaries of a Measured Services Area ("MSA").

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding extended area service ("EAS").

InterMSA Service

The completion of calls between Measured Services Areas.

Local Access Transportation Area or LATA

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

Local Exchange Utility or Local Utility

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

Local Service

Telephone service furnished between points located within an area.

Message

A telephone call made by a Customer.

Month

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

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Rates

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

Residential Contracts & Termination Fees

Residential customers who order services that are subject to contract shall be required to maintain service for the contract term. In the event the customer breaches the contract, the customer shall be subject to the lesser of the two fees, either a flat \$99 termination fee or the monthly recurring charges multiplied by the remaining months under the commitment from when service initially started, again whichever is less.

Suspend or Suspension

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

Timely Payment

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

10XXX Access

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

1.2 Explanation of Acronyms and Trade Names

BOC = Bell Operating Company

DA = Directory Assistance

LATA = Local Access Transport Area

NPA = Numbering Plan Area, more commonly known as Area Code

FCC = Federal Communications Commission

SNI = Standard Network Interface

UTSAP = Universal Telephone Service Assistance Program

SPNP = Service Provider Number Portability

BBL = Basic Business Line

RCF = Remote Call Forward

RBL = Residential Basic Line

RNU = Residential National Unlimited

2.0 General Rules and Regulations

2.1 Undertaking of Clear Rate Communications, Inc.

2.1.1 General

Pursuant to this tariff, Clear Rate Communications, Inc. undertakes to provide within all service areas in Pennsylvania the local intrastate interexchange services described in Section 2.5.

2.1.2 Limitations

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

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

(C) Clear Rate Communications, Inc. does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.2 Use

2.2.1 Lawful Purpose

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

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

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

2.2.3 Unauthorized Use

Any individual who uses or receives Clear Rate Communications, Inc.'s services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Clear Rate Communications, Inc.'s costs of investigation and collection.

2.0 General Rules and Regulations (cont'd)2.2 Use (cont'd)2.2.4 Recording Devices

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

2.2.5 Use of Service Mark

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

2.3 Liability

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control resulting from failures of power service, climate control, fire, explosion, water, storm, force majeure, or other catastrophe. The company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment.

Except as otherwise stated in this sections, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its services, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth below.

Except as specified in this tariff, Company and its contractors, shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connections with the installation, use, repair, performance or removal of the equipment, or other services in connections with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foresee ability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associates with the service.

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

The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss liability, damage and expense, including reasonable counsel fees, due to:

1. An act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods,

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes; lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided services;
5. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any Carrier or the installation or removal thereof.
6. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation laws or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any Carrier.
7. Failure of Customer to comply with the requirements of Section 2.10.6
8. Any non-completion of calls due to network busy conditions;
9. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use or the Company's services.

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.0 General Rules and Regulations (cont'd)2.3 Liability (cont'd)

Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local, governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall befor thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

Notwithstanding anything to the contrary in this section, if Clear Rate Communications, Inc.'s service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Clear Rate Communications, Inc. or being found by Clear Rate Communications, Inc. to be out of order, and if the interruption is not caused by the Customer, a malfunction of Customer-owned equipment, Clear Rate Communications, Inc.'s inability to gain access to the Customer's premises; and if the interruption does not result from Clear Rate Communications, Inc.'s right to refuse service to the Customer, or other causes beyond Clear Rate Communications, Inc.'s control as described in the first paragraph of this section, Clear Rate Communications, Inc. will issue a credit for all interrupted basic local exchange services as set forth below.

<u>Length of Interruption</u>	<u>% of Monthly Recurring Charge Credit For Basic Local Exchange Services</u>
> 24 but ≤ 72 hours	1/30th
> 72 hours	2/30th

Monthly Basic Local Service

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.3.1 Limitations on Credit Allowances

Credits do not apply if the violations of a service quality standard:

- (a) occurs as a result of a negligent or willful act on the part of the customer;
- (b) occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- (c) occurs as a result of, or is extended by, an emergency situation;

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

2.3.1 Limitations on Credit Allowances (cont'd)

An emergency situation is defined as:

- a declaration made by the applicable State or Federal governmental agency that the area served by Clear Rate Communications, Inc. is either a State or Federal disaster area; or
- an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of Clear Rate Communications, Inc., or the first 7 calendar days of a strike or other work stoppage; or
- a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents Clear Rate Communications, Inc. from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

An emergency situation shall not include:

- a single event caused by high temperature conditions alone; or
- a single event caused, or exacerbated in scope and duration, by acts or omissions of Clear Rate Communications, Inc., its agents, employees, or contractors or by conditions of facilities, equipment, or premises owned or operated by Clear Rate Communications, Inc.; or
- any service interruption that occurs during a single event listed above, but are not caused by those single events; or
- a single event that Clear Rate Communications, Inc. could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall Clear Rate Communications, Inc. be required to undertake precautions that are technically infeasible or economically prohibitive.

(d) is extended by Clear Rate Communications, Inc.'s ability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by Clear Rate Communications, Inc.;

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

2.3.1 Limitations on Credit Allowances (cont'd)

- (e) occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by Clear Rate Communications, Inc.;
- (f) occurs as a result of Clear Rate Communications, Inc.'s right to refuse service to a customer; or
- (g) occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where Clear Rate Communications, Inc. is not currently offering service, or there are insufficient fact to meet the customer's request for service, subject to Clear Rate Communications, Inc.'s obligation for reasonable facilities planning.

2.4 Service Area

Clear Rate Communications, Inc. shall provide telephone services throughout the service areas approved in the territories of Verizon North, Inc. and Verizon Pennsylvania, Inc. and in accordance with the tariff on file with the Commission.

2.5 Local Calling Area

Clear Rate Communications, Inc. will mirror the local-calling areas of Verizon North, Inc. and Verizon Pennsylvania, Inc.

2.6 Exchange Maps

Clear Rate Communications, Inc. will mirror the exchange maps of Verizon North, Inc. and Verizon Pennsylvania, Inc.

2.7 Equipment

2.7.1 Availability of Equipment and Facilities

Clear Rate Communications, Inc. will provide access to operator assisted services for all exchanges at all hours. Clear Rate Communications, Inc. will provide equipment and facilities designed and engineered in accordance with realistic forecast of customer demand and will maintain, associated equipment to meet the demand. Clear Rate Communications, Inc. will meet the minimum standards set forth in the Public Utility Code.

2.7.2 Inspection, Testing, and Adjustment

Clear Rate Communications, Inc. may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Clear Rate Communications, Inc. may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.0 General Rules and Regulations (cont'd)

2.7 Equipment (cont'd)

2.7.3 Interference and Hazard

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

2.7.4 Maintenance and Repair

2.7.4.A Customer Liability

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

The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.7.4.B Leased or Owned Facilities

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

2.0 General Rules and Regulations (cont'd)

2.7.4.B Leased or Owned Facilities (cont'd)

Rate Communications, Inc.'s facilities or that the owner imposes on Clear Rate Communications, Inc. for leased facilities.

2.8 Contract for Service

Service is installed upon contractual agreement between a Customer and Clear Rate Communications, Inc. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Clear Rate Communications, Inc. to Customers as described in this tariff.

The term of the services shall commence and will remain in effect from the service activation date specified in the contract for the term of the contract. Should Clear Rate Communications, Inc. continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. Contracts which are not either renewed or terminated at expiration will continue on a month-to-month basis.

2.9 Application for Service

2.9.1 Information Required

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

- (A) The name of the party who will be responsible for payment for the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

2.9.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

2.10 Deposits

2.10.1 Deposit Requirements

Clear Rate Communications, Inc. may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, Clear Rate Communications, Inc. will use trading banking references, credit reports, and any other information pertinent to a Customer's credit.

2.0 General Rules and Regulations (cont'd)

2.10 Deposit Requirements (cont'd)

2.10.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of Clear Rate Communications, Inc.'s services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Clear Rate Communications, Inc.'s average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

2.10.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.10.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, nonpayment, or impairment of the Customer's credit. The new or additional deposit is payable at the address specified in Section 2.10.4. Service may be disconnected unless the new or additional deposit is made within seven (7) days after written notification.

2.10.3.A. Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

2.10.4 Handling of Deposits

Deposits shall be sent or delivered to: Clear Rate Communications, Inc. P.O. Box 27308, Lansing, MI 48909. Clear Rate Communications, Inc. will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Deposits will accrue interest at a rate of 6% annually without deduction for taxes. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.10.5 Receipts

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

2.10.6 Customer Obligations

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

2.0 General Rules and Regulations (cont'd)

2.10.6 Customer Obligations (cont'd)

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this tariff;
- B. Providing the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer;
- C. Providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.10.7 Refund

The deposit may be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment unless Clear Rate Communications, Inc. has information which indicates the deposit is necessary to ensure payment. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of Clear Rate Communications, Inc.'s accounting year or on the anniversary date of the account.

2.11 Billing

2.11.1 Monthly Billing

Bills to Customers will be issued monthly. Certain service charges, including local service and installation charges, are billed in advance. Toll charges are billed in arrears.

Customer payments are considered prompt when received by Clear Rate Communications, Inc. or its agent on or before the due date on the bill. The due date is twenty (20) days after the bill is rendered. Any Customer not paying the amount shown on the bill, and not in dispute, within twenty (20) days is considered delinquent.

Payments made after the due date, and not in dispute, are subject to forfeiture of Volume Discounts (where applicable). In addition, when the bill is over thirty (30) days in arrears from the due date, late payment charges shall be assessed. The late payment charge shall be 1.25% per month. Clear Rate Communications, Inc. may request payment upon issuance of a final bill when service is terminated at the Customer's request. For all other bills, payment will not be requested until the due date.

A Customer is also liable for any legal fees incurred by Clear Rate Communications, Inc. in the process of collecting a past-due amount. The amount of these fees can be determined by the officers of a court if the proceedings are fully litigated. If the Customer acquiesces to Clear Rate Communications, Inc.'s demand for payment before a judgment is rendered.

Clear Rate Communications, Inc. will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

Clear Rate Communications, Inc. will apply a Customer's deposit on file toward that Customer's delinquent payment amount.

2.0 General Rules and Regulations (cont'd)2.11 Billing (cont'd)

The maximum payment required for the restoration of service that existed prior to disconnection shall be the total past-due amount (including late payment charges), applicable nonrecurring charges, and if appropriate, Advance Payment and Deposit charges, as specified above.

The Customer is responsible for all charges for services furnished at the Customer's request and for all interexchange toll and local services furnished. Failure to receive a bill does not exempt the Customer from prompt payment of the account. It is the Customer's responsibility to contact Clear Rate Communications, Inc. when a bill is not received. Except as provided elsewhere in this Tariff, the rate for a fractional part of a billing period is a pro rata share for the rates for the full billing period, as specified in this Tariff. If prorating indicates a refund is due, the refund is applied as a credit to the bill.

If a Customer terminates an account with Clear Rate Communications, Inc. and has a credit balance showing, Clear Rate Communications, Inc. will transfer that balance to another account of that same Customer, if one exists. Otherwise, Clear Rate Communications, Inc. will mail a check for the balance to the last known address of the Customer. If the check is returned as undeliverable, or reasonable attempts to locate the Customer fail, Clear Rate Communications, Inc. will bill a closed account maintenance charge of \$2.50 per month in the second billing period after the account was terminated. This charge will continue until the Customer requests a refund or the balance is exhausted.

Clear Rate Communications, Inc. complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

2.11.2 Account Codes

Account Codes are 3 digit numbers entered after dialing a long distance number. Use of account codes allows customers to receive a bill showing calls sorted and subtotaled. Account Codes are verified, meaning a valid code is required to complete the long distance call. Customers may select up to 100 codes from a pre-defined list of random 3 digit codes.

Account Codes are \$10.00 per month with a one-time set up charge of \$25.00.

2.11.3 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Clear Rate Communications, Inc. will also comply with reasonable requests for bill detail.

2.0 General Rules and Regulations (cont'd)2.12 Payment for Service2.12.1 Late Payment and Check Service Charges

A late payment charge on an overdue bill may be imposed by Clear Rate Communications, Inc. on the unpaid balance of the bill at a monthly rate not to exceed 1.25%. A check service charge will be assessed for any reason a check tendered to Clear Rate Communications, Inc. by a Customer as payment for a tariffed service is returned to Clear Rate Communications, Inc. or is not in an acceptable form. The check charge will be thirty dollars (\$30.00) per check. Examples of the application of the check charge include, but are not limited to, the following:

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

2.12.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for services.

2.12.3 Collection

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

2.12.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Clear Rate Communications, Inc. on a per-call basis shall be charged to Customers receiving Clear Rate Communications, Inc.'s service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

2.0 General Rules and Regulations (cont'd)

2.12 Payment for Service (cont'd)

2.12.5 Supplemental Schedules for Municipal Tax

Pursuant to Sections 9-221 and 9-222 of "The Public Utilities Act," as amended, the Company will charge its customers in municipalities, in addition to all of the other lawful rates and charges, an infrastructure fee for intrastate services. The fee will be listed separately on a customer's bill to comply with the requirements of the Act.

2.13 Disputes and Complaints

2.13.1 Disputed Bills

Disputes can be brought to the attention of Clear Rate Communications orally or in writing before actual suspension or termination of service. In the event of a dispute concerning the bill, Clear Rate Communications, Inc. will 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 Section 2.13.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. If a Customer does not give Clear Rate Communications, Inc. written notice of a dispute with respect to Clear Rate Communications, Inc.'s charges within two (2) years from the date of the bill, the bill shall be deemed correct and binding upon the Customer.

2.13.2 Complaint Procedures

General inquiries, questions, or complaints may be directed in writing to:

Clear Rate Communications, Inc.
24700 Northwestern Hwy.
Suite 340
Southfield, Michigan 48075

General inquiries, questions, or complaints may be directed verbally by calling:

Clear Rate Communications, Inc.
Customer Service
877-877-4799

Clear Rate Communications, Inc.'s customer service department accepts calls on a twenty-four-hour-a day basis. Complaints concerning the charges, practices, facilities, or services of Clear Rate Communications, Inc. will be investigated promptly and thoroughly. Clear Rate Communications, Inc. will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Clear Rate Communications, Inc. to review and analyze its procedures and actions. Each Customer may file with the Commission's Bureau of Consumer Services for resolution of disputes at the Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 2nd Floor, G-M East, Harrisburg, PA 17120.

2.0 General Rules and Regulations (cont'd)2.14 Service Refusal, Disconnection, and Suspension2.14.1 Notice of Pending Disconnection

Prior to the disconnection of service, Clear Rate Communications, Inc. shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify a toll-free number at which a Clear Rate Communications, Inc. representative can be reached to provide additional information about the disconnection.

2.14.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customer's premises is determined by Clear Rate Communications, Inc. to be hazardous.
- (2) Without notice if the Customer uses the service in such a manner as to adversely affect Clear Rate Communications, Inc.'s equipment or Clear Rate Communications, Inc.'s service to others.
- (3) Without notice if equipment furnished, leased, or owned by Clear Rate Communications, Inc. is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with Clear Rate Communications, Inc.'s regulations on file with the Commission, municipal ordinances, or law.

2.0 General Rules and Regulations (cont'd)

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

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

- (6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Clear Rate Communications, Inc.'s regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.10.4 is closed.
- (7) If the Customer fails to permit Clear Rate Communications, Inc. reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.10.4 is closed.
- (8) If the Customer routinely uses abusive or profane language or makes physical threats in conversations with Clear Rate Communications, Inc. personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.10.4 is closed.

2.14.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.14.2, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if Clear Rate Communications, Inc. has made a reasonable attempt to effect collection and:

- (1) Clear Rate Communications, Inc. has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if Clear Rate Communications, Inc. determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.

2.0 General Rules and Regulations (cont'd)

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

2.14.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit (cont'd)

- (2) In the event of a dispute concerning the bill, Clear Rate Communications, Inc. will 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 Section 2.13.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

2.15 Cancellations and Deferments of Service

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

2.15.1 Cancellation

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

2.15.2 Deferment of Start of Service

If a request for deferment of service is received by Clear Rate Communications, Inc. prior to the date an order for equipment or service is placed with Clear Rate Communications, Inc.'s supplier, no charge shall apply. For deferments received by Clear Rate Communications, Inc. subsequent to the date the order for equipment or service is placed with Clear Rate Communications, Inc.'s supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to 1 ½ percent, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service.

Charges shall not exceed the monthly rate that would have applied had the service been established. Clear Rate Communications, Inc. will also charge the Customer who defers service any and all rates and charges incurred by Clear Rate Communications, Inc. for any leased facilities for which Clear Rate Communications, Inc. is held responsible. Clear Rate Communications, Inc. will make a good faith effort to minimize those rates and charges whenever possible.

2.0 General Rules and Regulations (cont'd)

2.16 Discontinuance of Service

A customer who wishes to have service discontinued must give at least 5 days oral or written notice to Clear Rate Communications.

2.17 Special Promotions

From time to time Clear Rate Communications, Inc. may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

2.18 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. Clear Rate Communications, Inc. will comply with all applicable rules of the Commission concerning such blocking.

2.19 Caller ID Blocking Service (CIB)

Clear Rate Communications shall provide CIB Service for the safety and privacy of its customers. CIB on a per call basis shall be offered free of charge.

2.20 911 Emergency Service

Clear Rate Communications, Inc. shall provide a toll-free 9-1-1 number for any individual within the Commonwealth to gain rapid, direct access to emergency aid via the local exchange carrier through the local network.

2.21 IntraLATA Presubscription Plan

Clear Rate Communications, Inc. shall provide customers the ability to presubscribe to the carrier of their choice for both interLATA and intraLATA services.

2.22 Flat Rate Service

Clear Rate Communications, Inc. shall offer residential customers a flat rate service, consistent with the Public Utility Code 66 § 1324.

2.0 General Rules and Regulations (cont'd)2.23 Individual Case Basis (ICB)

ICB pricing will be developed for special circumstances and for services that are not listed in Clear Rate Communication, Inc.'s tariffs. These rates will be made available to similarly situated customers on a non-discriminatory basis.

2.24 Telephone Assistance Programs2.24.1 General

To qualify for low income assistance, the applicant must participate in any of the following assistance programs. The Pennsylvania Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)

The low-income programs are funded through voluntary contributions from Pennsylvania customers.

The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.

The low-income assistance shall be available to only one access line per low-income household.

2.24.2 Supplemental Link-Up Assistance

A one-time credit of up to \$10.00, not to exceed 50% of the connection charge, will be applied to each new eligible customer.

2.24.3 Supplemental Lifeline Assistance

Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

2.24.4 Pennsylvania Telephone Relay Service

Relay telecommunications service for the deaf, hearing and/or speech disabled will be collected and remitted to the PA Telephone Relay Service Fund.

2.0 General Rules and Regulations (cont'd)2.24 Telephone Assistance Programs (cont'd)2.24.5 Caller ID Blocking Service (CIB)

CIB is offered free of charge on a per call basis only. CIB on a per line basis is free for the first instance, however subsequent requests for a change may be charged a nonrecurring fee.

2.24.6 Voluntary Contributions

- a. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's telephone bill. The voluntary contribution shall not reduce the customer's telephone bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.

- (1) Residential customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

- (2) Business customers may elect to contribute:

- (a) \$1.00
- (b) \$5.00
- (c) \$10.00
- (d) \$25.00

- b. Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days notice to Company.
- c. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

3.0 Services and Prices

3.1 Service Ordering Charges

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

3.3.1. Line Connection Charge

Non-recurring charge of \$59.00 per line.

3.2 Exchange Access

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

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

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

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

3.0 Services and Prices (cont'd)3.2 Exchange Access (cont'd)3.2.1 Business Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and supplemental charges apply.

ACCESS AREA

Business

	Monthly Charge	Local Calls	Toll/LDBusiness
Basic Business Line (BBL); Cost per line Touch-Dial Required	\$19.99	.0775 Per Call	.049 Per Minute
Touch Dial	\$1.99		
Business Plan (Straight Talk) Includes: Caller ID, Call Waiting, Call Waiting ID, Voicemail, Line Manager and Touch Dial	\$54.99	Included	5,000 Min. Included
Remote Call forward (RCF) No Features	\$9.99	.05 Per Call	.039 Per Minute

3.2.2 Residential Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and supplemental charge apply.

ACCESS AREA

Residential

	Monthly Charge	Local Calls	Toll/LD
Residential Basic Line (RBL) No Features	\$19.99	Included	\$.049 Per Minute
Residential Basic Line (RBL100) No Features	\$27.99	Included	\$.049 Per Minute after 100 minutes
Residential National Unlimited (RNU) No Features	\$34.99	Included	4,000 Included

Issued: July 21, 2009

Effective: July 22, 2009

3.0 Services and Prices (cont'd)3.2 Exchange Access (cont'd)3.2.2 Residential Access Line Rates (cont'd)

	Monthly Charge	Local Calls	Toll/LD
Residential "Straight Talk" Plan Features: Caller ID, Call Waiting, Call Waiting ID, Voicemail and Line Manager	\$44.99	Included	4,000 Included
Residential "Complete Plus" Plan Features: Caller ID, Call Waiting, Call Waiting ID, 3-Way Calling, *69, Busy Redial, Voicemail, Line Manager, & Dial Up	\$59.99	Included	4,000 Included

3.3 CUSTOM CALLING FEATURES

FEATURE/DESCRIPTION	Monthly Charge
Caller ID Shows name and number of caller.	\$5.00; unlimited plans \$11.95 local only plans
Call Waiting ID Shows name and number of caller when you are on the phone.	\$2.50
*69 Dial *69 from your phone to hear the phone number of your last incoming call.	\$5.00
Call Waiting Notifies you when you're on the phone and another call is coming in.	\$5.00
Cancel Call Waiting Allows you to disable Call Waiting temporarily.	\$5.00
Three Way Calling Conference in a third party when you're on the phone.	\$5.00
Call Forwarding Variable Send all incoming calls to another phone by pressing *72 and the forwarding number. Dial *73 to deactivate	\$5.00

Issued: July 21, 2009

Effective: July 22, 2009

3.0 Services and Prices (cont'd)3.3 CUSTOM CALLING FEATURES (cont'd)

Distinctive Ring Service Assigns an additional number to your phone on a separate ring tone. Useful for fax machines.	\$5.00
Non-Listed Service Name, Address, and telephone number are not published in the directory, but are available from Directory Assistance.	\$5.00
Non-Published Service Name, Address, and telephone number are not published in the directory and are not available from Directory Assistance.	\$5.00
Additional Listings Allows you to list additional names or numbers in the directory and Directory Assistance.	\$5.00
Line Manager Inside Wire Maintenance plan assures maintenance on phone lines and jacks inside your home.	\$3.95
Clear Rate Calling Card Bill your calls to your home phone bill when you're traveling. There is a monthly fee and domestic rates are \$.22 per minute.	\$0.00
Anonymous Call Block Denies calls from incoming callers who block their name & number on Caller ID	\$5.00
Call Block Choose up to 12 numbers within your local and local toll calling area to block. No incoming calls from those numbers will reach you.	\$5.00
Do Not Disturb Block all calls from reaching you, except for up to 12 numbers you Program as priority callers.	\$5.00
Busy Redial (*66) Redials a busy number for up to 30 minutes, then rings you back when the call is connecting.	\$5.00
Speed Dial 30 Allows two-digit dialing for 30 of your most dialed numbers.	\$5.00