

William P. Wilhelm, Jr.
Brett P. Ferenchak
william.wilhelm@bingham.com
brett.ferenchak@bingham.com
Our file no.: 0000327233

February 13, 2008

By Overnight Mail and Email

Sharla Dillon, Docket Room Manager filed electronically in docket office on 02/13/08
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Docket No. 07-00256: Response to Data Request No. 2
Joint Petition of Computer Network Technology Corporation and
Bandwidth.com CLEC, LLC for Authority to Complete the Transfer of the
Certificate of Public Convenience and Necessity to Provide Competitive
Telecommunications Services of Computer Network Technology Corporation
to Bandwidth.com CLEC, LLC

Dear Ms. Dillon:

On behalf of Computer Network Technology Corporation and Bandwidth.com CLEC, LLC (collectively "Petitioners"), enclosed for filing with the Commission are an original and four (4) copies of the above-referenced Response to Data Request No. 2.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Brett Ferenchak at (202) 373-6000.

Respectfully submitted,



William B. Wilhelm, Jr.
Brett P. Ferenchak

Counsel for Petitioners

cc: Darlene Stadley (via email)
Lisa Foust (via email)

Boston
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Santa Monica
Silicon Valley
Tokyo
Walnut Creek
Washington

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T 202.373.6000
F 202.373.6001
bingham.com

A/72354703.1

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

Joint Petition of

Computer Network Technology Corporation

and

Bandwidth.com CLEC, LLC

For Authority to Complete the Transfer of the
Certificate of Public Convenience and Necessity to
Provide Competitive Telecommunications Services
of Computer Network Technology Corporation to
Bandwidth.com CLEC, LLC

Docket No. 07-00256

RESPONSE TO DATA REQUEST NO. 2

Computer Network Technology Corporation (a/k/a McDATA Services Corporation)
("CNT") and Bandwidth.com CLEC, LLC ("Bandwidth") (CNT and Bandwidth collectively,
"Petitioners"), provide the following response to the Tennessee Regulatory Authority ("TRA") Data
Request No. 2, dated January 9, 2008:

- 1. Provide an intraLATA toll dialing parity plan for Bandwidth.com CLEC, LLC that is consistent with FCC 96-333.**

Response: An intraLATA toll dialing parity plan is attached as Exhibit A.

- 2. Provide pre-filed testimony regarding the managerial, technical and financial capability of Bandwidth.com CLEC, LLC.**

Response: Sworn pre-filed testimony of Kade Ross, Chief Operating Officer of Bandwidth, is attached as Exhibit B.

- 3. Please provide a \$20,000 corporate surety bond or irrevocable letter of credit. This bond or letter of credit will be verified by the Authority prior to consideration for authority.**

Response: Bandwidth attaches an irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000) as Exhibit C.

4. Provide a Small and Minority Owned Business Participation Plan that is compliant with Tenn. Code Ann. § 65-5-112.

Response: A Small and Minority Owned Business Participation Plan is attached as Exhibit D.

5. Explain how Bandwidth.com CLEC, LLC will comply, technically, with Tenn. Code Ann. § 65-21-114.

Response: For countywide calls within Tennessee and to the extent that the arrangements are not covered by Bandwidth's interconnection, wholesale or resale arrangements with AT&T, Call Detail Records (CDR) are captured in the Bandwidth switch for each telephone call placed on the Bandwidth network. Each CDR is placed in a batch file of records and passed to the Bandwidth Usage Mediation software application. The Usage Mediation software application processes each CDR and validates the information captured in each record. In addition the record information is used to derive additional information that is added to the base CDR which includes the jurisdiction determination. Based on the Calling NPA NXX and Called NPA NXX the call will be assigned the jurisdiction of Local, Intrastate, Interstate or International. The means used to determine when the call is Local is based on the Rate Center of the Calling NPA NXX and the Rate Center of the Called NPA NXX which are derived from the LERG. The Calling Rate Center and the Called Rate Center are used to look up in the Local Route Table to determine if the call qualifies as a local call. The Local Route tables are created and maintained by the Bandwidth Regulatory Organization where the state governing tariffs are received and reviewed for local route changes.

The above-described procedure will also be implemented to assure that customers will not be billed long distance charges for calls within the metro calling areas.

6. Provide a notice of filing of this application to all eighteen (18) Incumbent Local Exchange Carriers in Tennessee.

Response: Attached as Exhibit E is a certificate of service attesting that a notice of the filing of the application was provided to the eighteen ILECs in Tennessee.

7. Provide an informational tariff setting forth the rates, terms and conditions of service to be offered by Bandwidth.com CLEC, LLC.

Response: Informational tariffs are attached as Exhibit F and G.

In addition, Petitioners provide the following supplement to its response to the Tennessee Regulatory Authority ("TRA") Data Request No. 1, which was filed on December 17, 2007:

A. Technical Requirements

1. Specify engineering expertise: Retain firm, staff electrical engineer, etc. Data regarding experience of key technical staff.

The following individuals are the key technical staff with engineering experience:

T.R. Missner, CTO

T.R. Missner brings over 20 years of network and software engineering experience to Bandwidth.com including over 10 years working with Voice over IP. His previous positions include stints at GTE (now Verizon), US West (now Qwest), Hewlett Packard, Newport Networks and Level(3) Communications.

While at Level(3), T.R. headed a team of engineers responsible for the management interface and management tools of the world's largest deployed softswitch network which controlled more than 2 million trunks. T.R.'s team was also responsible for building patent pending tracing and troubleshooting tools for the Operations staff that are still in use today. Before leaving Level(3), T.R. also worked to automate much of the Level(3) SIP Interop process.

Since joining Bandwidth.com in April 2006, T.R. designed and deployed a fully redundant, carrier grade VoIP platform built using a combination of proprietary and open source components. This network will handle in excess of a billion minutes over the next year.

T.R. holds a B.S. in Information Systems Management from the University of South Florida, and is a veteran of the United States Marine Corps.

Matthew Simpson – Network Architect

Matthew Simpson over five years of experience in the telecommunications industry and recently joined Bandwidth as a Network Architect.

Prior to joining Bandwidth Mr. Simpson held executive and other positions at Core IP Networks LLC (President), Commpartners Holding Corporation (Vice President Network Services), Costplus Communications LLC (Chief Technology Officer), SC TxLink LLC (President), and Symatec Communications LLC (President). Mr. Simpson has been responsible for designing, building, and deploying network services and facilities. Mr. Simpson also was instrumental in preparing these entities to enter the local, long distance, VoIP, and wholesale markets. Most recently, Mr. Simpson designed Costplus' switching network and

oversaw technical team and maintenance of VOIP Session Border Controllers, Softswitches, and IP routers and switches.

2. Name and address of Tennessee contact person responsible for and knowledgeable about providers operations

Bandwidth does not currently have a contact person in Tennessee. Bandwidth's Tennessee operations will be directed by its personnel in Cary, North Carolina:

Kade Ross, COO
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, NC 27513

B. Financial Requirements

1. Estimated cost of network, switches and unbundled network elements (UNE's)

Initially, Bandwidth does not expect to invest in facilities located in Tennessee. Bandwidth will provide service in Tennessee through agreements with other carriers and the use of switching facilities currently located in other states through backhaul facilities.

2. Projected financial statement (three (3) years): balance sheet, income statement, and statement of cash flow

Attached under seal as Exhibit F are projected financial statements.

3. Capital Expenditures Budget (three years)

a. Equipment to be deployed

b. Cost of equipment

c. Sources of funding Tennessee network, equipment, UNE's: cash, loan commitments, vendor credits, letters of credit, etc. (complete detail)

Bandwidth has not yet determined its capital expenditures budget for its Tennessee network. As stated above, Bandwidth will initially resell the services of other carriers and use Bandwidth's switching facilities currently located in other states through backhaul facilities.

C. Numbering Issues

- 1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?**

Bandwidth will utilize number pooling where available and obtain thousand blocks in every rate center covered. Please see response to Question 2 for additional details.

- 2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?**

Bandwidth will seek thousand blocks via number pooling in the following NPAs: 423, 615, 731, 865, 901, 931. Bandwidth expects full coverage in Tennessee by 2008.

- 3. When and in what NPA do you expect to establish you service footprint?**

Bandwidth expects to establish its initial footprint in the 865 NPA as soon as possible following grant of the Application.

Should you have any additional questions regarding Bandwidth's operations, please do

not hesitate to contact us.

Respectfully submitted,



William B. Wilhelm, Jr.
Brett P. Ferenczak
Kimberly A. Lacey
BINGHAM MCCUTCHEN LLP
2020 K Street, NW
Washington, DC 20006
Tel: (202) 373-6000
Fax: (202) 373-6001
Email: william.wilhelm@bingham.com
brett.ferenczak@bingham.com

COUNSEL FOR PETITIONERS

Dated: February 13, 2008

EXHIBIT A

Toll Dialing Parity Plan

BANDWIDTH INTRALATA TOLL DIALING PARITY PLAN

INTRODUCTION

Bandwidth.com CLEC, LLC (“Bandwidth”) will give end user customers the opportunity to designate a carrier for their intraLATA toll call within all the exchanges in which Bandwidth will provide local exchange telecommunications services in the State of Tennessee. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

This Plan will be implemented upon the offering of telecommunications services by Bandwidth after the TRA grants such authority.

POLICIES

Bandwidth will deploy two-PIC (Primary Interexchange Carrier) technology in its switches. This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

Appropriate tariffs will be filed in accordance with this plan.

Bandwidth will offer customers the ability to access all participating carriers by dialing the appropriate access code (101XXXX).

All eligible Bandwidth end user telephone line numbers will be presubscribed and must have a PIC associated with them.

Bandwidth will treat all carriers on a non-discriminatory basis and will maintain a list of available toll carriers and keep it updated. Customers may call Bandwidth’s toll-free telephone number (800-808-5150) whereby customers may speak with a Bandwidth customer contact representative and hear a list of available carriers.

Bandwidth will comply with all anti-slamming provisions and all rules of the FCC and TRA.

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only, or both intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

Bandwidth will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to Bandwidth.

Bandwidth representatives will not initiate or accept three-way calls from an alternative interexchange carrier in order to discuss presubscription.

CALL ELIGIBILITY/TOLL DIALING PLAN

All local service customers of Bandwidth will have calls routed according to the following plan:

If a Bandwidth Customer Dials:	The Call is Handled By/Routed To:
911	PSAP on originating line number
411/555-1212	Bandwidth's Directory Assistance Operator
0-	Bandwidth's Operator
0 + intraexchange number	IntraLATA Toll Provider
1 + 7 or 10 digits	IntraLATA Toll Provider
0 + 7 or 10 digits interexchange number	InterLATA Toll Provider
101XXXX + 0-	XXXX Carrier
101XXXX + 0 + 7 or 10 digits	XXXX Carrier
101XXXX + 7 or 10 digits	XXXX Carrier

If a Bandwidth customer originates a call to an alternative interexchange carrier's Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to an alternative interexchange carrier's Operator by dialing an access code (e.g., 101XXXX + 0-), the call will be routed to the XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the alternative interexchange carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the Bandwidth switch and the interexchange carrier location(s) may be provided when warranted by traffic volume.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

Bandwidth will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove customers from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

CUSTOMER CONTACT INFORMATION

New customers will be informed of their ability to select interLATA and intraLATA toll providers at the time they request service from a Bandwidth representative. Bandwidth will explain the differences between local, intra- and interLATA toll calls and clearly notify the customer that he or she may select a different, or the same, carrier for each call category. Upon request, Bandwidth will inform customers of participating carriers.

Bandwidth customer contact representatives will process customer initiated PIC selections to Bandwidth or to an alternative intraLATA carrier. Bandwidth will provide customers with confirmation notification of their PIC (Bandwidth or alternative carrier) selection. Carriers will have the option of allowing the Bandwidth representative to process PIC requests on their behalf.

For new customers or customers ordering an additional line, Bandwidth will accept as a bona fide PIC a selection of "NO PIC" as a choice. Bandwidth will ensure that "NO PIC" customers will have access code dialing capability to reach participating intraLATA carriers. NO PIC customers will be informed of their ability to complete intraLATA toll calls via access codes. Bandwidth will ensure that NO PIC customer intraLATA toll traffic is not automatically routed to the incumbent local exchange carrier.

Bandwidth will instruct its customer contact representatives not to comment on a customer's choice of its intraLATA PIC when the customer contacts Bandwidth to change the PIC. Bandwidth customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively neutral fashion.

If the intraLATA toll carrier selected by the customer permits Bandwidth to process orders on its behalf, Bandwidth will accept the PIC change request.

Bandwidth representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

PRESUBSCRIPTION INFORMATION

New line customers, including customers adding lines, will have the opportunity to select a participating carrier or NO PIC. If a customer fails to make a choice, that customer will be assigned a NO PIC designation. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

Bandwidth will offer new line customers a 30-day grace period following placement of the customer's service order for the customer to designate its PIC(s) or NO PIC without charge.

After this 30-day period, Bandwidth will assess a \$5.00 PIC charge for each PIC change made. Bandwidth will impose a single \$5.00 fee when customers simultaneously change their intraLATA and interLATA toll service provider.

If a Bandwidth customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce evidence that the PIC change was properly executed pursuant to Tennessee Regulatory Authority and federal PIC change rules, the PIC will be changed as per the customer's request and the intraLATA carrier will be responsible for all costs incurred for changing the customer's PIC.

Alternative interexchange carriers may submit PIC changes to Bandwidth via a fax/paper interface.

Bandwidth will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. Bandwidth will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For customers who change their local service provider from the incumbent LEC to Bandwidth and retain their incumbent LEC telephone number(s), Bandwidth, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the Bandwidth telephone number.

EXHIBIT B

Pre-filed Testimony of Kade Ross

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

Joint Petition of)
)
)

Computer Network Technology Corporation)

and)

Bandwidth.com CLEC, LLC)
)
)

Docket No. 07-00256

For Authority to Complete the Transfer of the)
Certificate of Public Convenience and Necessity to)
Provide Competitive Telecommunications Services)
of Computer Network Technology Corporation to)
Bandwidth.com CLEC, LLC)
_____)

PRE-FILED TESTIMONY OF KADE ROSS

I, Kade Ross, do hereby testify as follows in support of the application of Bandwidth.com CLEC, LLC ("Bandwidth") for a Certificate of Convenience and Necessity to provide competitive telecommunications services in the State of Tennessee.

Q: Please state your full name, business address, and position.

A: My name is Kade Ross. I am the Chief Operating Office of Bandwidth.com CLEC. My business address is 4001 Weston Parkway, Suite 100, Cary, North Carolina 27513.

Q: Please describe your business experience and educational background.

A: I joined Bandwidth's parent, Bandwidth.com, Inc. in December of 2001 and most recently held the position of Executive VP. During my tenure, I have moved through various leadership positions in Sales and Operational roles as well as having responsibility for all purchasing, human resources and other special projects throughout the organization. I was

named COO of Bandwidth in December 2007. I am a graduate of the University of North Carolina-Chapel Hill.

Q: What is the purpose of your testimony in this proceeding?

A: The purpose of my testimony is to describe the resold and facilities-based services that Bandwidth proposes to offer in Tennessee and to review issues related to Bandwidth's request acquire the certificate of convenience and necessity of Computer Network Technology Corporation ("CNT") to provide such services. My testimony specifically relates to Bandwidth's managerial, financial, and technical competence to provide the telecommunications services for which authority is requested, and its compliance with the rules and policies of the Authority.

Q: Are all statements in Bandwidth's application true and correct to the best of your knowledge, information and belief?

A: Yes.

Q: Please describe the current corporate structure of Bandwidth.

A: Bandwidth.com CLEC, LLC is a Delaware limited liability company and is wholly owned by Bandwidth.com, Inc.

Q: Does Bandwidth possess the requisite managerial, financial, and technical abilities to provide the services for which it applied for authority?

A: Bandwidth has the technical, managerial and financial qualifications to provide telecommunications services in Tennessee. Bandwidth is operated by a highly qualified management team, all of whom have extensive backgrounds in information technology, networking and computer industries. The biographies of the Bandwidth management team were attached to the Joint Petition at Exhibit D and Bandwidth.com, Inc.'s financial statements were provided under seal as Exhibit E.

Q: What services will Bandwidth offer?

A: Bandwidth will offer a broad variety of local exchange services, including basic exchange services, custom-calling features, director assistance, operator services and directory listings. Emergency 911 and enhanced 911 calling will be provided to local exchange customers in accordance with TRA and FCC guidelines. Bandwidth will also offer a full range of interexchange services.

Q: What geographic areas will Pac-West serve?

A: Bandwidth seeks authority to provide service throughout the State of Tennessee.

Q: Will Bandwidth offer service to all consumers within its service area?

A: Yes. Bandwidth will offer service to all business and residential customers in its service area.

Q: Does Bandwidth plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A: Although Bandwidth seeks authority to provide local exchange services on a statewide basis, Bandwidth does not at this time seek to terminate any small or rural LEC exemption, as defined in Section 251(f)(1) of the Federal Act, claimed by any incumbent local exchange carrier in Tennessee, but may provide such services in the future consistent with applicable state and federal laws.

Q: Will the transfer of the certificate of convenience and necessity or the granting of a new certificate of convenience and necessity to Bandwidth serve the public interest?

A: Yes. The provision of services by Bandwidth is expected to invigorate competition in Tennessee and will allow Bandwidth to become a more viable competitor in all markets, as it can attract customers that seek a carrier that offers intrastate telecommunications services in multiple state. Bandwidth's proposed services will provide multiple public benefits by

providing users of telecommunications services with a greater range of competitive choices.

In addition, increased competition will create incentives for lower prices, more innovative services, and more responsive customer service.

Q: Does Bandwidth intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for slamming and disconnection and reconnection of service?

A: Yes. Bandwidth is able and willing to adhere to the applicable TRA rules, statutes and orders.

Q: Has any state ever denied Bandwidth or one of its affiliates authorization to provide intrastate service?

A: No.

Q: Has any state ever granted Bandwidth authorization to provide intrastate service?

A: Yes. Bandwidth is authorized to provide telecommunications services in the following states: California, Florida, Georgia, Illinois, Kentucky, Michigan, Montana, New York, New Hampshire, North Carolina, North Dakota, Ohio, Pennsylvania, Texas and Washington. Bandwidth is in the process of obtaining similar authority to provide telecommunications services in all other states. Bandwidth is also authorized by the FCC to provide international and domestic interstate telecommunications services as a non-dominant carrier.

Q: Has any state ever revoked the certificate of Bandwidth or one of its affiliates?

A: No.

Q: Who is knowledgeable about Bandwidth's operations and will serve as Bandwidth's regulatory and customer service contact?

A: Kade Ross is the Chief Operating Officer of Bandwidth and is the contact person for all regulatory and customer service issues. He can be reached at 4001 Weston Parkway, Suite 100, Cary, North Carolina 27510, (919)297-1020.

Q. Please provide the name, address and telephone number of the person that will serve as your company's contact to the Consumer Service Division for complaint resolution.

A. For complaint resolution, please contact Joe Campbell, Vice President of Operations, Bandwidth.com CLEC, LLC, 4001 Weston Parkway, Suite 100, Cary, North Carolina 27513, Tel: (919) 945-1230, Fax: (919) 297-1101, Email: jcampbell@bandwidth.com.

Q. How will Bandwidth.com handle service, billing and repair complaints?

A. Bandwidth.com has a toll-free number, (800) 808-5150 , that customers may call to register service, billing and repair complaints. Customers may also send written inquiries and complaints to Bandwidth.com CLEC, LLC, 4001 Weston Parkway, Suite 100, Cary, North Carolina 27513. Bandwidth.com views customer satisfaction as critical to its success in the competitive marketplace and will address all services, billing, and repair complaints and inquiries promptly.

Q: Please explain in detail Bandwidth's proposed procedures for responding to information requests from the TRA and its staff.

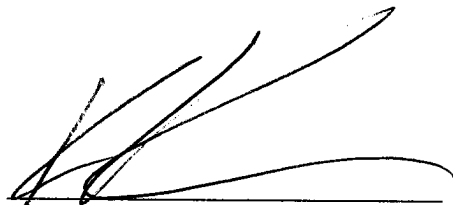
A: Information requests regarding this pending application should be directed to our counsel and Kade Ross who will promptly prepare a response within the timeframe allotted by the TRA or staff.

Upon approval of this application, information requests should be directed to Mr. Ross. Mr. Ross will direct the response using our internal resources and, if necessary, outside legal counsel. Bandwidth will promptly response to all proper requests of the TRA and its staff.

Q: Does this conclude your testimony?

A: Yes.

I swear the foregoing testimony is true and correct to the best of my knowledge.

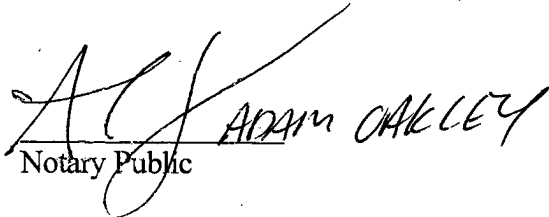


Kade Ross

COO

Bandwidth.com CLEC, LLC

Subscribed and sworn to me this 21 day of January, 2008



Notary Public

State of North Carolina

My commission expires 3/27/2012

EXHIBIT C

Irrevocable Letter of Credit

WACHOVIA

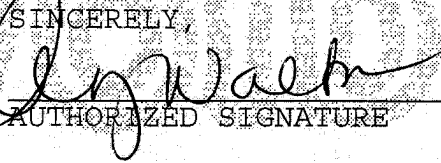
02/06/2008

TENNESSEE REGULATORY AUTHORITY
460 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

GENTLEMEN:

WACHOVIA BANK, N.A., AT THE REQUEST OF BANDWIDTH.COM CLEC, LLC, HAS ISSUED OUR IRREVOCABLE LETTER OF CREDIT NO. SM229932W IN THE AMOUNT OF USD 20,000.00, DATED 02/06/2008 IN YOUR FAVOR. THIS WILL CERTIFY THAT SHARON PEACE IS AUTHORIZED TO PROVIDE AND EXECUTE THE MENTIONED IRREVOCABLE LETTER OF CREDIT, THAT THE SIGNATURE APPEARING ON SAID LETTER OF CREDIT IS AUTHENTIC, AND THAT THE BANK HAS COMPLIED WITH ALL FDIC REQUIREMENTS AND OTHER APPLICABLE LAWS IN CONNECTION WITH THE ISSUANCE OF SUCH LETTER OF CREDIT.

SINCERELY,


AUTHORIZED SIGNATURE

Amy Walton
PRINTED NAME

Asst. Vice Pres
TITLE

WACHOVIA

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM229932W

LETTER OF CREDIT AMOUNT	ISSUE DATE	EXPIRY DATE
USD 20,000.00	02/06/08	02/01/09

BENEFICIARY:

TENNESSEE REGULATORY AUTHORITY
460 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0505

APPLICANT:

BANDWIDTH.COM CLEC, LLC
4001 WESTON PARKWAY
CARY, NC 27513

Sir/Madam:

You have requested of Wachovia Bank, National Association (the "Lender") that we establish an Irrevocable Letter of Credit which will remain available on behalf of Bandwidth.com CLEC, LLC (the "Company") who has applied to the Tennessee Regulatory Authority (the "TRA") for authority to provide telecommunications services in the state of Tennessee. We are advised that the purpose of this Letter of Credit is to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns in any enforcement proceeding brought under Title 65 of that certain Tennessee Code Annotated or that certain Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

We hereby establish and issue, in favor of the TRA, an Irrevocable Letter of Credit in the amount of Twenty Thousand Dollars (\$20,000.00) lawful money of the United States of America. The TRA may draw upon this Letter of Credit, at any time and from time to time, by delivering a Letter of Credit Notice, in the form attached hereto as Exhibit I (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw Amount should be delivered and shall be purportedly signed by an official designated and duly authorized by the TRA, to Lender at the address listed below, or to such other address as the Lender shall notify the TRA in writing by certified mail or overnight courier service. Promptly after the delivery of each Notice, presented in compliance with the terms of this Standby Letter of Credit, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without written amendment for one year periods from the present or any future expiry date unless at least Thirty (30) days prior to such expiration date, we send the beneficiary notice at the above stated address by overnight courier that we elect not to extend this Letter of Credit beyond the initial or any extended expiry date thereof.

CONTINUED ON NEXT PAGE WHICH FORMS AN INTEGRAL PART OF THIS
LETTER OF CREDIT

WACHOVIA

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SM229932W PAGE NO. 2 02/06/08

However, this Standby Letter of Credit shall not be extended beyond 02/01/2012 which will be considered the final expiration date. Any reference to a final expiration date does not imply that Wachovia Bank, National Association is obligated to extend this credit beyond the initial expiry date or any extended date thereof.

The Lender hereby represents and warrants that it is qualified and authorized to issue this Letter of Credit.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Yours Very Truly,
Wachovia Bank, National Association

Sharon P. Peage
Authorized Signature

Sharon P. Peage
Printed Name

Assistant V. President
Title

THE ORIGINAL OF THIS LETTER OF CREDIT CONTAINS AN EMBOSSED SEAL OVER THE AUTHORIZED SIGNATURE.

PLEASE DIRECT ANY CORRESPONDENCE INCLUDING DRAWING OR INQUIRY QUOTING OUR REFERENCE NUMBER TO:

WACHOVIA BANK, NATIONAL ASSOCIATION
401 LINDEN STREET, MAIL CODE NC6034
WINSTON-SALEM, NORTH CAROLINA 27101
ATTN: STANDBY LETTER OF CREDIT DEPT.

OUR CUSTOMER CARE PHONE NUMBER FOR ANY QUERIES IS 800-776-3862
OUR FAX NUMBER IS 336-735-0950

APPROVAL AND ENDORSEMENT

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING LETTER OF CREDIT AND FOUND THE SAME TO BE SUFFICIENT AND IN CONFORMITY TO LAW AND THAT THE SAME HAS BEEN FILED WITH THE TENNESSEE REGULATORY AUTHORITY, STATE OF TENNESSEE, THIS _____ DAY OF _____, 20____.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

WACHOVIA

EXHIBIT I FORM OF LETTER OF CREDIT NOTICE

(Insert Date of Drawing)

To: Wachovia Bank, National Association
401 Linden Street, Mail Code NC-6034
Winston-Salem, North Carolina 27101
Attention: Standby Letter of Credit Dept.

Re: Irrevocable Letter of Credit No. SM229932W

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TRA to deliver this notice and that a monetary sanction in the amount of \$(insert amount) (the "Draw Amount") has been imposed against Bandwidth.com CLEC, LLC, its representatives, successors or assigns, in an enforcement proceeding brought under Title 65 of that certain Tennessee Code Annotated or that certain Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account: _____,
Account Number: _____,
ABA Routing Number: _____,
Reference: _____,
Name of Contact: _____,
Telephone Number: _____,
Facsimile Number: _____.

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending a facsimile to the person at the number listed above.

Sincerely,
TENNESSEE REGULATORY AUTHORITY

Authorized Signature

Printed Name

Title

EXHIBIT D

Small and Minority Owned Business Participation Plan

**BANDWIDTH.COM CLEC, LLC
SMALL AND MINORITY OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-112, as amended, Bandwidth.com CLEC, Inc. ("Bandwidth") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its request for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

Policy Statement

The purpose of §65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. Bandwidth is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry.

Bandwidth will, to the extent that it is feasible and economical, attempt to purchase goods and services from small and minority owned businesses in connection its telecommunications service offerings in the state of Tennessee. Bandwidth will attempt to provide small and minority owned telecommunications businesses in Tennessee with the opportunity to compete for goods and service contracts.

Definitions

Bandwidth: Bandwidth.com CLEC, LLC

Minority Business: a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business and who is impeded from normal entry into economic mainstream because of race, religion, sex or national origin and such business has annual gross receipt of less than four million dollars (\$4,000,000).

Small Business: a business with annual gross receipts of less than four million dollars (\$4,000,000).

TRA: Tennessee Regulatory Authority.

Administration

Bandwidth's Business Participation Plan ("Plan") will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Bandwidth's efforts to provide equal opportunities for small and minority owned business.

The Administrator of the plan will be:

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
Weston Parkway, Suite 100

Cary, NC 27513
Tel: (919) 297-1020
Fax: (919) 297-1101
Email: kross@bandwidth.com

It is the Administrator's responsibility to:

1. Maintain an updated Plan in full compliance with § 65-5-112 and the rules and orders of the TRA.
2. Establish and develop policies and procedures necessary for the successful implementation of the Plan.
3. Prepare and submit such forms as may be required by the TRA, including file required annual updates.
4. Serve as the primary liaison to and cooperate with the TRA, other Tennessee state agencies, and small and minority owned businesses to locate and use qualified small and minority owned businesses.
5. Search for and develop opportunities to use small and minority owned businesses and encourage such businesses to participate in and bid on contracts and subcontracts.
6. Provide records and reports and cooperate in authorized surveys as required by the TRA.
7. Establish a record-keeping system to track qualified small and minority owned businesses and efforts to use such businesses.
8. Provide information and educational activities to persons within Bandwidth and train those individuals to seek out, encourage and promote the use of small and minority owned businesses.

In undertaking these responsibilities, the Administrator will contact and utilize numerous resources, including:

Chamber of Commerce
The Tennessee Department of Economic and Community Development
United States Department of Commerce
 The Small Business Administration
 Office of Minority Business
National Minority Supplier Development Counsel
National Association of Women Business Owners
National Association of Minority Contractors
Historically Black Colleges, Universities and Minority Institutions.

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority owned business may include offering, where feasible


and appropriate, assistance to those companies with technical, insurance, bonding, licensing, production and deadline requirements.

Records and Compliance Reports

Bandwidth will maintain the necessary records regarding this Plan for the purpose of demonstrating the implementation of this policy, for use by Bandwidth in evaluating the effectiveness of the Plan and in obtaining the policy goal as set forth, and for use in updating this Plan annually with the TRA or as otherwise required. Bandwidth reserves the right to designate documents, records, surveys and studies as "confidential" or "proprietary" as necessary.

This plan is a statement of objectives and is not intended to create any legal obligation, except those required by Statute or Rule of the TRA, of Bandwidth or any of its employees.

Bandwidth.com CLEC, LLC

By: 
Kade Ross, Chief Operating Officer

Date: 2/12/08

EXHIBIT E

Certificate of Service Regarding Notice to ILECs

NOTICE OF APPLICATION

TO: Incumbent Local Exchange Carriers Operating in the State of Tennessee


FROM: William Wilhelm, Esq.
Brett Ferencak, Esq.
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006

RE: Joint Petition of Computer Network Technology Corporation and Bandwidth.com CLEC, LLC For Authority to Complete the Transfer of the Certificate of Public Convenience and Necessity to Provide Competitive Telecommunications Services of Computer Network Technology Corporation to Bandwidth.com CLEC, LLC

By this Notice of Application, you are officially notified that Computer Network Technology Corporation and Bandwidth.com CLEC, LLC filed the above-referenced Joint Petition with the Tennessee Regulatory Authority on November 13, 2007. A copy of the Joint Petition may be obtained from the Tennessee Regulatory Authority.

Certificate of Service

I HEREBY CERTIFY that on this 13th day of February, 2008, a copy of the foregoing Notice of the Application of Computer Network Technology Corporation and Bandwidth.com CLEC, LLC was served by first class U.S. mail, postage prepaid on the incumbent local exchange carriers certificated in Tennessee as set forth on the attached list.

A handwritten signature in black ink, reading "Brett Ferenchak", written over a horizontal line.

Brett Ferenchak
Bingham McCutchen LLP
2020 K Street, NW
Washington, DC 20006
Tel: (202) 373-6000
Fax: (202) 373-6001
Email: brett.ferenchak@bingham.com

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

- 1) **ARDMORE TELEPHONE COMPANY, INC.**
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
- 2) **BELLSOUTH TELECOMMUNICATIONS, INC.**
333 Commerce Street
Nashville, TN 37201-3300
- 3) **CENTURYTEL OF ADAMSVILLE**
P.O. Box 4065
Monroe, LA 71211
- 4) **CENTURYTEL OF CLAIBORNE**
P.O. Box 4065
Monroe, LA 71211
- 5) **CENTURYTEL OF OOLTEWAH-COLLEGE DALE**
P.O. Box 4065
Monroe, LA 71211
- 6) **CONCORD TELEPHONE EXCHANGE, INC.**
P.O. Box 22995
Knoxville, TN 37933-0995
- 7) **CROCKETT TELEPHONE COMPANY**
C/O TSI Payment Processing Center
Jackson, MS 39255
- 8) **FRONTIER COMMUNICATIONS OF TENNESSEE**
300 Bland Street
Bluefield, WV 24701-0770
- 9) **FRONTIER COMMUNICATIONS OF THE VOLUNTEER STATE**
300 Bland Street
Bluefield, WV 24701-0770
- 10) **HUMPHREYS COUNTY TELEPHONE COMPANY**
P.O. Box 22995
Knoxville, TN 37933-0995
- 11) **LORETTO TELEPHONE COMPANY, INC.**
P.O. Box 130
Loretto, TN 38469

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

12) **MILLINGTON TELEPHONE COMPANY, INC.**
4880 Navy Road
Millington, TN 38053

13) **PEOPLES TELEPHONE COMPANY**
C/O TSI Payment Processing Center
Jackson, MS 39255

14) **TELLICO TELEPHONE COMPANY**
P.O. Box 22995
Knoxville, TN 37933-0995

15) **TENNESSEE TELEPHONE COMPANY**
P.O. Box 22995
Knoxville, TN 37933-0995

16) **UNITED TELEPHONE - SOUTHEAST**
400 W. 15th Street
Austin, TX 78701

17) **UNITED TELEPHONE COMPANY, INC.**
P.O. Box 38
Chapel Hill, TN 37034

18) **WEST TENNESSEE TELEPHONE CO.**
C/O TSI Payment Processing Center
Jackson, MS 39255

EXHIBIT F

Informational Interexchange Tariff

**Tariff Schedule Applicable to
Resold and Facilities-Based
Interexchange Services
Furnished by
Bandwidth.com CLEC, LLC
Between Points Within the State of Tennessee**

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

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 pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **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 Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Authority.

Issued: February 14, 2008

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

EXPLANATION OF SYMBOLS

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

Issued: February 14, 2008

Effective Date:_____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

CONTACT INFORMATION

BANDWIDTH.COM CLEC, LLC
4001 WESTON PARKWAY
CARY, NC 27513
WWW.BANDWIDTH.COM

Phone: 1-800-808-5150
Fax: 1-919-297-1101

Customer Contact -

For establishment of service, complaints, and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 1-800-808-5150

Commission Contact -

For complaints and customer inquiries concerning rates.

Joe Campbell, Vice President of Operations
Bandwidth.com, Inc.
4001 Weston Parkway, Suite 100
Cary, NC 27513
Phone: (919) 297-1100
Fax: (919) 297-1101
joe@bandwidth.com

For matters concerning tariffs and regulatory affairs.

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, NC 27513
Phone: (919) 297-1100
Fax: (919) 297-1101
kross@bandwidth.com

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

DEFINITIONS

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Bandwidth.com” refers to Bandwidth.com CLEC, LLC

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Company” or “refers to Bandwidth.com CLEC, LLC

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“Grandfathered Service” applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company’s method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Issued: February 14, 2008

Effective Date:_____

Kade Ross, Chief Operating Officer
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4001 Weston Parkway
Cary, North Carolina 27513

DEFINITIONS (Cont'd)

“Local Access Transport Area (“LATA”)” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

“Non-Published or Unlisted Service” refers to service that is not accompanied by inclusion of the Subscriber’s name, address, or telephone number in a published directory or directory assistance data base.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the DTC.

“Subscriber” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company’s regulations pursuant to this tariff.

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

“TRA” refers to the Tennessee Regulatory Authority.

Issued: February 14, 2008

Effective Date:_____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 1. APPLICATION OF TARIFF

- 1.1.1 This tariff governs the services provided by Bandwidth.com that originate and terminate within the State of Tennessee. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based interexchange services provided by the Company to business/non-residential and residential customers in the State of Tennessee.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)****2.2.1 (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

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

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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:
- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd.)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

Issued: February 14, 2008

Effective Date:_____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

Issued: February 14, 2008

Effective Date: _____

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service (Cont'd)**

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

Issued: February 14, 2008

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service**

- 2.5.1 Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date"). Customer bills will include the Company's toll free number, an address to which complaints may be referred and the address and telephone number of the Department.

The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance

- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth.com in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service (Cont'd)**

- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits**

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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Bandwidth.com CLEC, LLC
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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)****2.6.1 (Cont'd.)**

- 2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

2.6.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.3 Interest on Deposits

Interest shall be paid on deposit at a rate as determined by the Authority. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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Bandwidth.com CLEC, LLC
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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Complaints and Billing Disputes**

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a claim describing the disputed amount. The complaint may be communicated to the Company by telephone, letter, facsimile, e-mail or in person. The Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.7.2 Any unresolved dispute may be directed to the Tennessee Regulatory Authority, Consumer Assistance Branch, 460 James Robertson Parkway, Nashville, TN 37243-0505. Customers may also contact the Authority by utilizing the online complaint form located on the Authority's website (<http://state.tn.us/tra/consumer.htm>). The company shall reply within ten (10) working days after receipt of complaint forwarded by the Authority.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Allowance for Interruptions in Service**

- 2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Authority imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.12.1 Disconnection of Service Without Notice

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect or discontinue service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:

2.12.2.1A For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

2.12.2.2B For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

2.12.2.1.C For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) working days notice, in

2.12.2.1.D Non-compliance with Regulations. For violation of or non-compliance with Authority's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Authority.

2.12.2.1.E Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Authority.

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4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice (Cont'd)**

2.12.2.1.F Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.G Failure to meet the utility's deposit and credit requirements.

2.12.2.1.H Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.I Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the customer is a public utility under the Authority's jurisdiction, the company will concurrently serve a copy of the notice of discontinuance on the Authority.

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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.13 Unlawful Use of Service**

- 2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17 Overcharge

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Minimum Call Completion Rate

Customers can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 92% during peak use periods.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 3. DESCRIPTION OF SERVICES**3.1 Trial Services**

3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis subject to Authority tariff approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company will provide notification to the Authority of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Authority.

3.3 Individual Case Basis (“ICB”) Offerings

3.3.1 The tariff may not specify the price of a services in the tariff as “ICB”. The Company may or may not have an equivalent service in it's the tariff on file with the Authority, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Authority. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements (“CPAs”) Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Authority.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Long Distance Service**

Bandwidth.com's long distance services are intraLATA and/or InterLATA interexchange telephone services that allow customers to originate and terminate calls at locations within the State of Tennessee. Bandwidth.com offers its long distance services only under either a volume commitment and/or a term commitment. In some cases Bandwidth.com's intrastate long distance services may be available only as add-ons to interstate long distance services provided by Bandwidth.com as provided in Bandwidth.com's interstate terms and conditions or as posted on the company's website at www.bandwidth.com. Customers who subscribe to local service from Bandwidth.com, but do not subscribe to interLATA interexchange services from Bandwidth.com, may subscribe to intraLATA service from Bandwidth.com, priced in accordance with the rates and procedures used for intraLATA calls.

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SECTION 4. RATES AND CHARGES**4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a long distance call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Long Distance Service****4.2.1 Business Calling Plans**

	<u>Select Plan</u>	<u>Standard Plan</u>
IntraLATA Regional Toll	\$0.049 Per Minute	\$0.099 Per Minute
InterLATA Intrastate Toll	\$0.049 Per Minute	\$0.099 Per Minute
Minimum Usage	\$5.00 Per Month	\$0.00 Per Month

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Long Distance Service (Cont'd)****4.2.2 IntraLATA/InterLATA Intrastate Resale¹**

Mileage Band	Rate Period Day	Rate Period Evening	Rate Period Night
	1 st Min/add'l. 1 Min	1 st Min/add'l. 1 Min	1 st Min/add'l. 1 Min
12+ To 16 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
16+ To 20 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
20+ To 25 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
25+ To 30 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
30+ To 40 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
40+ To 50 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
50+ To 70 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
70+ Miles	\$.1044/\$.0966	\$.0835/\$.0772	\$.0626/\$.0579

¹ Available via presubscription or as add-ons to interstate long distance as described in Section 3.5.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Long Distance Service (Cont'd)

4.2.3 Residential Service

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Long Distance Service (Cont'd)

4.2.4 Residential Service

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EXHIBIT G

Informational Local Exchange Tariff

**Tariff Schedule Applicable to
Resold and Facilities-Based
Local Exchange Services
Furnished by
Bandwidth.com CLEC, LLC
Between Points Within the State of Tennessee**

Issued: February 14, 2008

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CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
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2	Original	27	Original
3	Original	28	Original
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13	Original	38	Original
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15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
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20	Original	45	Original
21	Original		
22	Original		
23	Original		
24	Original		
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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 pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **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 Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Authority.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
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EXPLANATION OF SYMBOLS

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

CONTACT INFORMATION

BANDWIDTH.COM CLEC, LLC
4001 WESTON PARKWAY
CARY, NC 27513
WWW.BANDWIDTH.COM

Phone: 1-800-808-5150
Fax: 1-919-297-1101

Customer Contact -

For establishment of service, complaints, and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 1-800-808-5150

Commission Contact -

For complaints and customer inquiries concerning rates.

Joe Campbell, Vice President of Operations
Bandwidth.com, Inc.
4001 Weston Parkway, Suite 100
Cary, NC 27513
Phone: (919) 297-1100
Fax: (919) 297-1101
joe@bandwidth.com

For matters concerning tariffs and regulatory affairs.

Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, NC 27513
Phone: (919) 297-1100
Fax: (919) 297-1101
kross@bandwidth.com

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

DEFINITIONS

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Bandwidth.com” refers to Bandwidth.com CLEC, LLC

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Company” or “refers to Bandwidth.com CLEC, LLC

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“Grandfathered Service” applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company’s method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

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DEFINITIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the DTC.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

"TRA" refers to the Tennessee Regulatory Authority.

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Kade Ross, Chief Operating Officer
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SECTION 1. APPLICATION OF TARIFF

- 1.1.1 This tariff governs the services provided by Bandwidth.com that originate and terminate within the State of Tennessee. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange services provided by the Company to business/non-residential and residential customers in the State of Tennessee.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)****2.2.1 (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

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

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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:
- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd.)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service (Cont'd)**

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service**

- 2.5.1 Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date"). Customer bills will include the Company's toll free number, an address to which complaints may be referred and the address and telephone number of the Department.

The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth.com in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service (Cont'd)**

- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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Kade Ross, Chief Operating Officer
Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits**

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The amount of a deposit shall be the equivalent of the probable charge for service during a billing period based upon the average monthly charge over an estimated 12 month service period increased by one month's average bill. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. Customers who default in event that a customer, who has made a deposit, fails to pay a bill, the Company may apply such deposit as necessary to liquidate the bill and may require that the deposit be restored to its original amount.

The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)****2.6.1 (Cont'd.)**

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

2.6.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.3 Interest on Deposits

Deposits held more than three months, shall accrue interest at a rate equal to the average yields on new six month Treasury Bills for the twelve (12) month period ending each September 30 shall be The amount of interest shall be consistent with the annual calculation as determined as notified by the Authority.

Interest payments shall be made at least once during each twelve (12) month period in which a deposit is held and will be applied as a credits on customer bills.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Complaints and Billing Disputes**

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a claim describing the disputed amount. The complaint may be communicated to the Company by telephone, letter, facsimile, e-mail or in person. The Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.7.2 Any unresolved dispute may be directed to the Tennessee Regulatory Authority, Consumer Assistance Branch, 460 James Robertson Parkway, Nashville, TN 37243-0505. Customers may also contact the Authority by utilizing the online complaint form located on the Authority's website (<http://state.tn.us/tra/consumer.htm>). The Company shall reply within ten (10) working days after receipt of complaint forwarded by the Authority.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Allowance for Interruptions in Service**

- 2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Authority imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.12.1 Disconnection of Service Without Notice

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect or discontinue service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:

2.12.2.1A For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

2.12.2.2B For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

2.12.2.1.C For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) working days notice, in

2.12.2.1.D Non-compliance with Regulations. For violation of or non-compliance with Authority's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Authority.

2.12.2.1.E Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Authority.

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Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice (Cont'd)**

2.12.2.1.F Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.G Failure to meet the utility's deposit and credit requirements.

2.12.2.1.H Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.I Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the customer is a public utility under the Authority's jurisdiction, the company will concurrently serve a copy of the notice of discontinuance on the Authority.

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4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

- 2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
 - 2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
 - 2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17 Overcharge

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.19 Minimum Call Completion Rate**

Customers can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 92% during peak use periods.

2.20 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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Bandwidth.com CLEC, LLC
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SECTION 3. DESCRIPTION OF SERVICES**3.1 Trial Services**

3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis subject to Authority tariff approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company will provide notification to the Authority of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Authority.

3.3 Individual Case Basis (“ICB”) Offerings

3.3.1 The tariff may not specify the price of a services in the tariff as “ICB”. The Company may or may not have an equivalent service in it’s the tariff on file with the Authority, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Authority. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements (“CPAs”) Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Authority.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.5 Local Exchange Service**

3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers BellSouth Local Exchange Services under resale, and hereby adopts the same local calling areas as defined in their Local Exchange tariff.

3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
- When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Directory Assistance****3.6.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account.

3.6.2 Directory Assistance Call Allowance

Customers are allowed one (1) directly dialed Directory Assistance calls per month at no charge

3.6.3 Directory Listings/Distribution

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area. The Company will ensure that directory distribution is furnished to the Customer.

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SECTION 4. RATES AND CHARGES**4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a local toll call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Local Exchange Service****4.2.1 Business Service**

	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 ¹
Additional Measured Business Line or Trunk	\$19.22	\$27.49 ²
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$49.57	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$49.57	

¹ Service Order for First Measured Business Line² Additional Lines on the SAME service order

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Local Exchange Service (Cont'd)****4.2.1 Business Service (Cont'd)**

Local Usage Rates

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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Bandwidth.com CLEC, LLC
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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Directory Assistance Service

Per Inquiry: \$1.50

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Bandwidth.com CLEC, LLC
4001 Weston Parkway
Cary, North Carolina 27513

SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION**5.1 General**

IntraLATA/InterLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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Bandwidth.com CLEC, LLC
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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)**5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for Customers**

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

5.2.2 Rates

	Non-Recurring Charge
Authorized PIC Change Charge	\$5.00

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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)**5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")****5.3.1 Verification of Orders for Telemarketing**

No ITP change order shall be generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.1.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.1.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.1.1.B The decision to change the PIC to the ITP; and

5.3.1.1.C The customer's understanding of the PIC change fee; or

5.3.1.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.1.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”) (Cont'd)

- 5.3.2 The Company will follow the Federal Communications Authority and the Authority’s regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in Tennessee.
- 5.3.3 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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