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2008 MAY 5 PM 1 01

TN REGULATORY AUTHORITY
DOCKET ROOM

May 5, 2008

Ms. Darlene Standley
Utilities Division Chief
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Docket No. 08-00046, *Application of OnWav, Inc. for Certificate to Provide Competing Local Telecommunications Services in Tennessee*

Dear Chief Standley:

Please find enclosed for filing an original and thirteen copies of OnWav's response to your April 23, 2008 request for additional information concerning the above referenced Docket No. 08-00046.

Should you or other members of the Authority have further questions, please do not hesitate to contact me.

Thank you,

Michael Powell, Ed.S
President/CEO

Response to requested information from the
Tennessee Regulatory Authority dated April 23, 2008
Docket No. 08-00046

OnWav, Inc

1) Provide an Informational Tariff detailing all the proposed terms, conditions and rates associated with OnWav, Inc.'s service offerings in Tennessee.

Answer:

Please see attachment A

2) Explain in more detail how, as stated on page 4 of the application, that OnWav "will not require consumers who are not accessing the PSTN or Internet through our wireless network to purchase CPE which cannot be used with the Incumbent Local Exchange Carrier's system. However, those consumers who are using our wireless network to access the PSTN and Internet will use a special CPE which OnWav will provide." Explain how OnWav could have a customer accessing the PSTN without going through OnWav's wireless network. Explain technically how customers will access the PSTN and Internet using OnWav's wireless network.

Answer:

OnWav does not require customers to provide any special CPE (Customer **Provided** Equipment) for delivery of service. There will not be any OnWav equipment incompatible with the incumbent carriers.

OnWav's service to the customer is delivered to their premises in two ways:

1. by using the current local loop of the ILEC, UNE, UNE-P and UNE-L
2. by using OnWav's wireless network as a last mile connection (or in place of the current wired loop) which interconnects through OnWav's Class 5 Softswitch with the ILEC.

OnWav will serve customers outside our citywide wireless network through the reselling of the ILEC's Unbundled Network Elements. OnWav will lease local loops from the ILEC and route signals through our Class 5 Softswitch interconnected with the ILEC for access to the PSTN.

OnWav will serve customers inside our secure citywide wireless network by using our WiMax QOS wireless network as the local loop to their premises. These Voice/Data signals will travel from their premises and back via a special CPE (Customer **Premises** Equipment), provided by OnWav, to our CO and into a Cisco 2801 Router. The router will send the voice signal to the Class 5 Softswitch interconnected to the ILEC and on to the PSTN. The router will send the Data signals to the Internet link.

3) OnWav's application states that it will resell the services of the local ILEC and therefore will depend on them through contracts to operate and manage their networks. Will OnWav be reselling and also providing wireless access to the PSTN and Internet? Please clarify.

Answer:

Yes. OnWav intends to resell unbundled services and products of the ILEC/s through the standard processes, interconnection (47 C.F.R. 51.5), co-location and resale agreements. The ILEC is responsible for the management of their facilities from the CLEC demarcation.

Further, OnWav intends to use its WiMax Wireless Network as a last mile or local loop connection to provide service to customers whose physical locations are within our Wireless Network's reach capabilities. The customer's voice/data signal will travel wirelessly back and forth through the secure OnWav Wireless Network and directly into and out of the OnWav Cisco 2801 Router and Class 5 Softswitch which routes signals to the interconnection to the ILEC and to the PSTN or Internet.

4) Explain in detail the duties and responsibilities of each officer of OnWav, Inc. on a day-to-day basis for the company's operations in Tennessee.

Answer:

OnWav officers are:

Mr. Michael Powell, President

I am responsible for overseeing every aspect of OnWav operations on a daily basis. This is accomplished through daily hands on interaction with other officers, full time and part time employees, and retained technical contractors. My daily duties include attending to all financial and legal matters, as well as all contractual matters. It is my responsibility to plan, develop, implement and evaluate the OnWav business model and lay a solid foundation for the company as it moves forward. My duty as corporate officer is to insure that the corporation adheres to all Federal, State, and Authority rules, regulations, and laws to operate as a legal entity.

Mr. Beauregard Smith, Treasury

Mr. Smith is a cornerstone of OnWav in that his daily responsibilities are numerous and very detailed in nature. Mr. Smith is currently a fulltime employee of OnWav and serves as Vice President of Operations and Vice President of Sales and Marketing. He is responsible for technical development, design, deployment, monitoring, and insuring the continued superior performance of a first class citywide WiMax wireless network. Upon CLEC approval he will be responsible for conducting daily sales calls for OnWav as he

develops and trains a sales team. As officer, Mr. Smith is responsible to insure that all corporate moneys are managed properly.

Ms. Charlotte Smith, Secretary

Upon CLEC approval and launch, Ms Smith will serve OnWav in a most critical position. She will be responsible for managing the customer service department as well as all office functions and personnel. Ms Smith and her subordinates will do the actual provisioning of customers and billing. Her team will set and track all installs, problems, sales appointments, inventory, ordering, and etc. She will manage the functions of the store front and store personnel. In the early stages of launch, she will serve as the lead salesperson for store walk-ins and train employees as OnWav grows and new hires arrive. As officer, Ms Smith is responsible for recording and maintaining all corporate records and insuring that the corporation is complying with all Federal and State reporting procedures.

Attachment A

OnWav, Inc

Docket No. 08-00046

Informational Tariff

Title Page

Services, Rules, Regulations and Rates for Furnishing Local Exchange Telecommunications Services in the State of Tennessee

This tariff (Tariff) contains the terms, conditions, rules, regulations and rates applicable to the provision of business and residential local exchange telecommunications services provided by OnWav, Inc within the State of Tennessee. This tariff can be viewed during regular business hours (M-F 8:00am-5:00pm) at OnWav principal offices located at 1609 Fairway Dr, Cookeville TN 38501, 931-544-7224.

Issued:

Effective:

Issued by:
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Check Page

Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page. Unless otherwise noted on the Check Page, the following symbols will be used to denote changes made to any page.

Page	Revision	Page	Revision
1	Original	26	Original
2	Original	27	Original
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20	Original	45	Reserved
21	Original	46	Reserved
22	Original	47	Reserved
23	Original	48	Reserved
24	Original	49	Reserved
25	Original	50	Reserved

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EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C).....to indicate changed regulation or rule
- (D).....to indicate discontinued or deleted rate, regulation, or text
- (I).....to indicate increase in rates or charges
- (M).....to indicate moved material
- (N).....to indicate new rate and/or regulation, and/or text
- (R).....to indicate reduction in rates or charges
- (T).....to indicate a change in text but no change in rate or regulation

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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Tariff Format

1. **Page Numbering** - Page numbers appear in the upper right corner of the page and at the bottom of the page centered. Pages are numbered sequentially beginning with Page 1. In the event of a new page being added, a decimal is added to the affected page number and numbering begins over at 1 and is sequential. For example, a new page added between pages 1 and 2 would be 1.1.

2. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page and are used to determine the most current page version on file with the Authority. Always consult the Check Page for the page most current and in effect.

3. **Paragraph Numbering Sequence** - Various levels of paragraph coding are exemplified as follows:

3.
3.1
3.1.1
3.1.1. A
3.1.1. A.1
3.1.1. A.1. (a) --and so on--

4. **Check Pages** - The Check Page lists the pages contained in the Tariff with a cross reference to the current revision number. An updated Check Page always accompanies new tariff pages as they are added. The Check Page reflects the revision/s and the changes are denoted by an asterisk (*). Tariff users should always refer to the Check Page for the most current filing.

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APPLICATION OF TARIFF

This Tariff sets forth the telecommunications service offerings, rules, regulations, terms, conditions, rates and charges applicable to furnishing local exchange communications services by OnWav, Inc, hereinafter referred to interchangeably as the Company or simply OnWav, to customers in the State of Tennessee.

Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

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Section 1

Definitions 1.1

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center

Account - A Company accounting category containing Business or residential local exchange Access Lines billed to the same Customer at the same address.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Agent- A business representative whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company's applicants or customers

Applicant- A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination

Application- A request made orally or in writing for telephone service.

Billing Cycle- The frequency with which customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

Broadband - a signaling method which handles a wide range of frequencies which are usually divided into channels

Building- A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business establishment or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

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Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Class of Service - The categories of service generally available to the Customer

Company - Onwav, Inc. the issuer of this Tariff

Competitive Local Exchange Carrier (CLEC) A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State.

Completed Call or Telephonic Communication - A call, or other telephonic communication, originated by a person or mechanical/electrical device from a telephone number to another telephone number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both or other transmission via a wire or wireless medium; and may be for any duration of time.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Connection Fee - The charge for establishing service to a Customer

Connectivity - connection between two or more points in a network

Connecting Company - A corporation, association, partnership or individual owning or operating one or more telephone exchanges and with which communications services are interchanged.

Construction Charges - Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Continuous Property - Continuous property is defined as a plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

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Cost - The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer - The person, firm or corporation who orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises - A location designated by the customer for the purposes of connecting to the Company's services.

Customer Provided Equipment - All communications systems, devices, apparatus and their associated wiring, provided by the Customer.

Customer - A person or business that receives or applies to receive any telecommunication service from a utility.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

Directory Listing - A publication in the ILECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Disconnect Notice - The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

Deposit - Money provided by a Customer to ensure payment for service provided by a utility.

Disconnection - The event after which a customer's telephone number is deleted from the central office switch and databases.

End Office - Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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Equal Access - A form of dialed access provided by local exchange companies whereby Interexchange calls dialed by the Customer are automatically routed to the selected IXC's network. Presubscribed Customers may also route Interexchange calls to the Company's network by dialing an access code supplied by the IXC.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Exchange/Exchange Area - A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its surrounding area. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within an exchange area.

Facilities - Denotes any building, carrier equipment, central office switching equipment, or wireless equipment, and etc used for the provision of exchange services.

FCC - Federal Communications Commission

Frequency 3.65 - New FCC approved frequency for use in wireless networks

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day

ICB - Individual Case Basis - Priced individually based on the service

Increment - Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

Incumbent Local Exchange Carrier (ILEC) - ILEC refers to the dominant local exchange carrier(s) in an area also served by the Company.

Interruption - The inability to complete calls due to equipment malfunctions or human errors.

Installation Charge - A nonrecurring charge made at the time of installation of communications service, which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

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Interexchange Carrier (IXC) - See Long Distance Provider.

Interface (also see Point of Demarcation) The term "Interface" denotes that point on the premises of the Customer at which provision is made for the connection of customer provided facilities to facilities provided by the Company.

Interface Equipment - Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by the Customer.

Kbps - Kilobits per second, 1 thousand bits per second

Last Mile - final leg of delivering connectivity

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

Local Calling Area - That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Letter of Authorization - A document signed by the Customer authorizing the Company to provide Services under the terms, conditions and rates set forth in this Tariff.

Local Exchange Service - The provision of an access line and usage within a local calling area for the transmission of one-way and/or two-way interactive switched voice communication

Long Distance Provider - A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

Megabit - Mbps, 1 million bits per second

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Minimum Service Term - The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Monthly Recurring Charges - The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Network Control Signaling - The transmission signals used in the telecommunications network which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

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

Nonrecurring Charge - The initial charge, usually assessed on a one-time basis, to initiate and establish service; the one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check - Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen or no account.

Not Available (N/A) - Service or rate is not available.

Person - A person, firm, partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation (Also, see Interface) - The point, usually a Network Interface Device (NID), where Company network services, or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Point of Presence - The physical location of an Interexchange carrier's facilities.

Premises (Same) - The term "Same Premises" (except in connection with inside moves) shall be interpreted to mean:

A. the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, and not intersected by a public thoroughfare or by property occupied by others; or

B. the portion of the building occupied by the Customer, either in the conduct of his/her business, and not intersected by a public corridor or by space occupied by others; or

C. the building or portion of a building occupied by the Customer in the conduct of his/her business provided the business bears the same street address; or

D. the continuous property operated as a single farm not intersected by a public thoroughfare. In connection with inside moves, the term "Same Premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the customer in the conduct of his/her business, and not intersected by a public thoroughfare, a corridor or space occupied by others.

Registered Equipment - The term "Registered Equipment" as used in this Tariff denotes equipment, which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Service Area - The area in which the Company is authorized to provide service.

Serving Central Office - The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Service Connection Charge - The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order - The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Serving Wire Center - A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Service - Any means of service offered herein or any combination thereof

Service Order - See definitions of Letter of Authorization and Third-Party Verification.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Suspension of Service - The period during which the Customer's telephone line does not have dial tone, but the Customer's telephone number is not deleted from the central office switch and databases.

Telecommunication - The assisted transmission of signals

Termination of Service: The intentional cessation of service by a utility to a Customer that has not been requested by the Customer; permanent disconnection of telecommunications service.

Termination Charge - A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Touch Tone Calling - Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

User or End User - Any person who uses telecommunications services provided by the Company

Wire Center - Physical structure that houses one or more central office switching systems

Wireless Network - signaling without the use of wires

Voice Grade Facility - A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

TRA: Tennessee Regulatory Authority

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Third Party Verification: A means by which the Customer orders Service through the Company in which a qualified independent third-party verifies the Customer's subscription to the Company's services over the telephone pursuant to 47 CFR 47 CFR 64.1120(c) (3)

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff

WiMAX, the Worldwide Interoperability for Microwave Access, is a telecommunications technology aimed at providing wireless data over long distances in a variety of ways, from point-to-point links to full mobile cellular type access. It is based on the IEEE 802.16 standard, which is also called WirelessMAN (from Wikipedia)

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Section 2

Rules and Regulations

2 Rules and Regulations

2.1 Undertaking of OnWav

OnWav undertakes to provide telecommunications services to both business and residential customers who originate and/or terminate communications (voice, data, internet, video, and other types of communications) within the State of Tennessee. OnWav intends to provide exchange services utilizing its own facilities (including a wireless last mile network), resold facilities and through a combination of provisioning methods.

2.1.1 Scope

A. OnWav undertakes to furnish communications service pursuant to the terms and conditions set forth in this Tariff in connection with one-way and/or two-way information transmission between points within the state of Tennessee.

B. The services offered by OnWav shall not be used for unlawful purposes.

C. OnWav services are available for use twenty-four hours per day, seven days per week.

D. OnWav may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

E. OnWav is responsible only for the services and facilities provided pursuant to this Tariff and it assumes no responsibility for any service provided by any other entity that purchases access to the OnWav network.

F. The furnishing of service under this Tariff is subject to the continuing availability of all necessary facilities and the availability and functionality of outside sources providing services to OnWav.

G. OnWav reserves the right to limit use of its facilities, when necessary, due to shortage of facilities or other causes beyond its control.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.1 Scope (continued)

H. Trained authorized agents will monitor the network and all associated facilities to resolve troubles and ensure proper operation.

2.1.2 Terms and Conditions

- A. Customers may be required to execute Letters of Authorization indicating consent to OnWav providing services to them. LOA's may describe the services to be provided and the terms under which services are to be provided, including rates and charges. Customers also may be required to execute any other documents as may be requested by OnWav. Customers also may be required to participate in Third Party Verification to confirm the Customer's subscription to services.
- B. OnWav reserves the right to discontinue or limit service when service is used in violation of provisions of this tariff or the law.
- C. OnWav may decline applications for service to or from any location where the necessary facilities or equipment are not available.
- D. The right to re-evaluate service offerings and possibly discontinue services is hereby reserved in the event changing regulatory or statutory rules and/or standards have an adverse material affect on the business; as determined by reasonable judgment.
- E. Prevailing parties in provision disputes of this tariff shall be entitled to recover its reasonable legal fees and court costs from the non-prevailing party.
- F. OnWav does not transmit messages pursuant to this tariff, but its services may be used for this purpose. OnWav may not be held liable for any lost messages or in the event where no connection could be made.
- G. Except as otherwise stated in this tariff, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.3 Limitations on Liability

- A.** The Company has no liability for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission.
- B.** OnWav has no liability for damages arising out of the furnishing of its services, including but not limited to mistakes, interruptions, delays, or errors, defects, representations, omissions, or the use of this service or the failure to furnish its services, whether caused by acts or omissions.
- C.** OnWav shall not be liable to a customer or third party for any reason.
- D.** OnWav shall be indemnified and held harmless by the customer from and against all losses, liability, damage and expense, including reasonable counsel fees, due to any act or omission of:
 - (a) the customer, (b) any other entity furnishing service, (c) Common Carriers.
- E.** Company services may be connected to the services of other communications/ common carriers in accordance with tariffs, terms, and conditions of all involved parties.
- F.** The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense due to:

(1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (c) Common Carriers, except as contracted by the Company.

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

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.3 Limitations on Liability (continued)

- G.** The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers.
- H.** With respect to any service or facility provided by OnWav, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for any loss, destruction or damage to property of the customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invites; and indemnify the company from any damages or losses due to the fault or negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.
- I.** OnWav shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or force majeure, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.
- J.** The Company is not liable for any defacement of or damage to customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- K.** OnWav's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid OnWav by the customer for the specific services giving rise to the claim. No action or proceeding against OnWav shall be commenced more than one year after the service is rendered.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.3 Limitations on Liability (continued)

- L.** OnWav shall be indemnified and held harmless by the customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
(1) any unlawful or unauthorized use of the Company's facilities and Services; (2) any non-completion of calls due to network busy conditions; (3) defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- M.** Failure by OnWav or its representatives to assert its rights pursuant to one provision of this Tariff does not preclude OnWav from asserting its rights under other provisions.
- N.** The Company makes no warranties or representations expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- O.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings shall be levied upon OnWav.
- P.** Due to the interdependence among telecommunications providers and the interrelationship with Non-Telephone Company processes, equipment and systems, OnWav is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; (3) customer premises equipment. In addition, OnWav does not ensure compatibility between Company and non-Telephone Company services used by the customer.
- Q.** The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- R.** OnWav shall be indemnified, defended and held harmless by the customer against any claim, loss, expense, damage or liability arising from customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the customer, including without limitation, the customer's own communications or use of OnWav's services and facilities in a manner not contemplated by this tariff or any agreement between the customer and OnWav.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.4 Emergency Number 911 Liability

- A.** 911 services are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury 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: (1) mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; (2) installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- B.** When a customer with a non-published telephone number places a call to the emergency 911 services, OnWav will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 services upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- C.** OnWav 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 emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.
- D.** The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber service for justifiable reasons.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.5. Facilities and Equipment

- A.** The equipment, facilities and services of OnWav are furnished for the transmission of data, information, video, and internet communications by its customers. Ownership of the Company's equipment and facilities is retained by OnWav in all instances, except where otherwise noted, during all uses.
- B.** OnWav shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** All services provisioned through the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.
- D.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E.** OnWav provided equipment and facilities are to be used solely for the legal intended purpose.
- F.** OnWav reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Service will be provided using the Company's wireless network and other facilities as well as facilities the Company obtains from others.
- G.** OnWav will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, notification to the Customer may not be possible.

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2 Rules and Regulations (continued)

2.1 Undertaking of OnWav (continued)

2.1.5. Facilities and Equipment (continued)

- H.** OnWav will not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where customer provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered by this Tariff. Beyond this responsibility, OnWav will not be responsible for: (1) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; (B) the reception of signals by customer-provided equipment; (C) network control signaling when performed by customer-provided network control signaling equipment.
- I.** At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- J.** OnWav will at times request that customers allow OnWav to perform installations after normal business hours. The customer will incur no additional charges during installations or repairs of this nature.
- K.** Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- L.** Upon suitable notification to the customer, and at a reasonable time, OnWav may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth herein for the installation, operation, and maintenance of customer provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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2 Rules and Regulations (continued)

2.2 Customer Obligations

2.2.1 Customer Responsibilities

The customer shall be responsible for, but not limited to, all applicable charges as well as the following:

- A.** Payment for damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the noncompliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of OnWav.
- B.** Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer.
- C.** 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 OnWav facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for OnWav agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company.
- D.** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.

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2 Rules and Regulations (continued)

2.3 Customer Equipment (continued)

- C. The Customer is responsible for ensuring that Customer-provided equipment connected to OnWav equipment and facilities is compatible with such equipment and facilities. Further, the customer is responsible to secure customer provided equipment connected to the OnWav Network as to not allow un-authorized users access to OnWav through unsecured wireless equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- D. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.
- E. If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify OnWav of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.
- F. OnWav's facilities cannot be used to originate calls to other telephone companies' caller-paid information services. This includes, but is not limited to, calls to NPA 900, NXX 976, NXX 970, and other NXXs assigned to these services. Calls to those numbers and other numbers used for caller-paid information services will be blocked by OnWav.
- G. OnWav will continually monitor customer accounts to insure Third-Party Billing is accommodating to only those third parties requested by the customer.

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2 Rules and Regulations (continued)

2.4 Interconnection of Facilities

- A.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
- B.** Facilities furnished pursuant to the terms of this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

2.5 Payments and Billing

2.5.1 Payment of Charges

- A.** Payment for service is due upon presentation of the bill and charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Charges will be broken down by each specific charge item.
- B.** The Customer is responsible for the payment of all charges for facilities and services furnished by OnWav to the Customer, and to all Authorized Users by the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of Network Services.
- C.** Local service charges will be billed in advance, after the initial service connection, on or about the 1st day of each month. Recurring charges are billed in advance. Nonrecurring/usage charges are billed in arrears. All charges are due and payable within fifteen (15) days after the invoice mailing date.
- D.** When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- E.** If any portion of the payment is not received by OnWav within thirty-one (31) days after issuance, then a late payment charge of \$10.00 shall be due to the Company. Late payment charges are to be applied without discrimination.

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2 Rules and Regulations (continued)

2.5 Payments and Billing (continues)

2.5.1 Payment of Charges (continued)

- F. A \$25.00 charge will be assessed for each check or other payment submitted by the customer to OnWav that a financial institution refuses to honor.
- G. Service is subject to disconnection upon sixty-one (61) days following any unpaid invoice and upon served notice to the customer. Notice is deemed served upon postmark of the U.S. Postal Service.

2.5.2 Billing Disputes

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by OnWav, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of Service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within thirty (30) days of receipt of billing for those Services.
- B. Billing disputes should be addressed to OnWav's Customer Service via a toll-free telephone number as listed on monthly bills. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Central Standard Time. Messages may be left for Customer Services after 5:00 p.m. which will be answered on the next business day unless in the event of an emergency which threatens customer service.
- C. In the event OnWav is unable to settle the disputed bill, the customer may appeal to the Tennessee Regulatory Authority, Consumer Services Division, 460 James Robertson Parkway, Nashville, TN 37243-0505 or 1-888-276-0677.

2.5.3 Deposits

OnWav does not require customer deposits.

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2 Rules and Regulations (continued)

2.5 Payments and Billing (continues)

2.5.4 Service Cancellation

- A.** OnWav reserves the right to immediately discontinue furnishing the service to customers without incurring liability: **(1)** in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public or to employees of the Company; **(2)** by reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; **(3)** if the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; **(4)** for unlawful use of the service or use of the service for unlawful purposes; **(5)** if the customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- B.** The customer may cancel service by providing written notice to the Company thirty (30) days prior to cancellation. The customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges. Any non-recoverable cost of Company expenditures shall be borne by the customer if: **(1)** the customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the customer for the non-recoverable portion of expenditures; **(2)** liabilities are incurred expressly on behalf of the customer by the Company and are not fully reimbursed by installation and monthly charges; **(3)** if based on an order for service and construction, has either begun or has been completed, but no service provided.
- C.** Disconnection or service/s does not relieve the customer of any charges due up to discontinuance.
- D.** OnWav equipment must be surrendered to OnWav in as good a working order as when installed immediately upon any form of disconnection.

2.5.5 Customer Complaint Procedures

OnWav will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. Complaints can be written and mailed to OnWav, 8 S Washington, Cookeville TN 38501 or fax to 1-866-875-2264 and lastly, phoned in to a Customer Service Representative during regular business hours.

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2 Rules and Regulations (continued)

2.5 Payments and Billing (continues)

2.5.6 Credit for Interruptions in Service

Except as provided below, the Company will adjust the Customer's bill to account for interruption of Service as required by TRA Rule 1220-4-2.10:

- A.** In the event the Customer's service is interrupted other than by negligence or willful act of the Customer and it remains out of order in excess of 2 hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request.
- B.** The refund to the Customer will be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The calculation is $1/360$ beginning with the first reported outage and continuing until service is restored.
- C.** A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- D.** An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- E.** The credit may be accomplished by a credit on the subsequent bill for Service.
- F.** If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.
- G.** The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- H.** No credit allowance will be made for any interruption in service due to failure of power, equipment, systems, connections or services not provided by OnWav, and due to circumstances beyond the reasonable control of OnWav.

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2 Rules and Regulations (continued)

2.6 Notices

The Customer will designate on the Service Order and the Customer's bill an address to which the Company shall mail or deliver all notices and other communications. All notices or other communications required to be given will be in writing. Except as otherwise stated in this Tariff, notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.7 Credit Limit

OnWav may, at any time and at its sole discretion, set a credit limit for any customer's consumption of services for any monthly period.

2.8 Taxes, Fees and Surcharges

OnWav may adjust its charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services.

2.9 Reserved

2.10 Reserved

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Section 3

Products and Services

3 Products and Services

3.1 Exchange Service Areas

- A.** OnWav will provide local exchange services in the portions of Tennessee open to competition. The original area of service is in Putnam County, and more specifically, in the Cookeville/Algood exchanges.
- B.** OnWav's local calling area will initially be the same service areas as Citizens Communications Company of Tennessee, brand name Frontier Communications, but is in no way limited to these areas.
- C.** OnWav services include, but are not limited to, local and long-distance telephone service, Internet access, wireless Internet access, and all other resold products/services available to OnWav through agreements with the ILECs.

3.2 Local Exchange Products and Services

3.2.1 OnWav's local telephone service provides a Customer with single party, voice grade access to the public switched telephone network via dual tone multi-frequency signaling (or its functional equivalent) enabling the Customer to access an ILEC's switching network, by which the Customer is enabled to:

- A.** place calls
- B.** receive calls
- C.** place calls to all toll free NPAs
- D.** access emergency services
- E.** access operator services
- F.** access directory assistance
- G.** access Interexchange services

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.2 Basic Local Service

Basic Local Service consists of a standard line providing a Customer with a single, analog/digital, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Services include, but are not limited to, the following:

3.2.3 Calling Features

A Calling Feature is a capability added to a phone line in addition to the basic capability to make and receive telephone calls. OnWav calling features include, but are limited to the following:

- A. Voicemail** is a centralized system of managing telephone messages.
- B. Caller ID** is available on telephone lines that transmits a caller's number to the called party's equipment during the ringing signal, or when the call is being set up but before the call is answered.
- C. Call Waiting** provides a signal to a customer who has a call in process that another caller is signalling.
- D. Call Forward** is a feature that allows a customer, upon activation, to automatically transfer all incoming calls to another telephone number.
- E. Three Way Calling** permits the customer to add a third caller to an established call.
- F. Automatic redial** allows the customer to dial the most recent telephone number dialed at that instrument.
- G. Conference Call** is a telephone call in which more than one party can listen or participate in the call.

3.2.4 Directory Assistance

Directory Assistance service is available through the OnWav's underlying carrier/s for the purpose of aiding Customers in obtaining telephone numbers. When the Customer dials 1-411 or 1-NPA-555-1212 and provides a state, city and name, the Customer will either (1) obtain the listed and available telephone number(s) requested, or (2) the Customer will be apprised that the number(s) cannot be provided because the listing(s) is private (non-published), or not available in the underlying carrier's database.

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.5. Operator Assisted Calls

An operator assisted call is one in which an operator provides some form of assistance in completing the call. This may include telephone calls placed station-to-station, person-to-person, calls billed to a credit card, and certain international calls which cannot be dialed directly. Operator assisted calls can be more expensive than direct dial calls and generate an additional charge to the customer; see Rates and Charges, Section 4.

3.2.6. Directory Listings

OnWav shall provide for a single White Pages Directory listing in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's exchange area. The primary listing will be the telephone number that is designated as the Customer's main billing number.

- A.** Published Numbers - Main Billing Numbers provided to the White Page Directory for publication.
- B.** Non-Published Numbers - Main Billing Numbers that have been requested by the customer to non-publish. Normally, an extra monthly charge is applied to non-publish a customer number; see Rates and Charges, Section 4.

3.2.7 Primary InterExchange Carrier (PIC)

OnWav will implement full 2-PIC ("Primary Interexchange Carrier") capability for interLATA and intraLATA pre-subscription. The full 2-PIC methodology allows Customers to pre-subscribe to one carrier for intraLATA toll calls and to the same or a different carrier for interLATA toll calls. The Customer also has the option to choose no carrier for IntraLATA/InterLATA toll calls, thus requiring the Customer to dial a carrier code before making any toll call. OnWav will ensure toll parity in that every customer has the opportunity to choose their toll carrier. No additional charges will be incurred by the customer with the initial PIC chose within the first 60 days. Additional changes to customer PICs will incur a PIC change charge; see Rates and Charges, Section 4.

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.8. PIC Freeze - TRA Rule 1220-4-2-.56 (13) (a) (1-3)

Customers who wish to reduce the chance of a change in their local exchange carrier, intraLATA/interLATA toll service provider(s) without their express written or verbal consent may request, at no charge, to have their preferred carrier selection frozen to their carrier of choice. Preferred Carrier Freezes shall be implemented or removed by one of the following three methods: (A) in written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4-2-56 (2) (a) The Tennessee Verification of Orders for Changes of Long Distance Carrier; (B) verbally with Customer and the Company; (c) verbally with a three-way conference call between the Company, the Customer, and the preferred carrier.

3.2.9. Toll Restriction 1+ and 0+ Blocking

Toll Restriction 1 + and 0+ Blocking provides the subscriber with local dialing capabilities but blocks any Customer dialed calls that have a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls; see Rates and Charges, Section 4.

3.2.10. 900 Blocking

900 Blocking enables Customers to prevent 900 service calls from being placed over their local exchange service lines. There is no charge for this service.

3.2.11 Telecommunications Relay Service (TRS)

OnWav customers have access to the Tennessee Telecommunications Relay Service (TRS), a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech.

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.12 9-1-1 Telecommunications Service

OnWav is obligated to supply the 911 service provider in the Company's service area with accurate information necessary to update the 911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this tariff. At such time that the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the 911 service provider's equipment in order to accurately and properly update the database for 911.

OnWav will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the 911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company. The Company recognizes its responsibility to 911 administrators, to collect and remit any applicable 911 taxes or surcharges as required in the serving areas identified per this tariff. All required 911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

3.2.13 Third Party Blocking - TRA Rule 1220-4-2-58 (4)(5)1

This service will give the Customer the ability to better prevent unauthorized charges appearing on his or her telephone bill by not allowing a third party service provider i.e. ISP, voice mail service etc., the ability to place monthly recurring charges on the Customer's bill without proper verification. The method of verifying charges for Customers with third party block is described below:

- A. The third party service provider i.e. ISP, alarm company, etc. shall not submit charges to the Company without first obtaining a letter of authorization ("LOA") from an authorized individual for the telephone account. The LOA shall include the name and address of the company providing the service, a description of the service, an itemization of the cost including whether the charge is one-time or a recurring fee and a statement confirming that the person signing up for the service is an authorized individual for the telephone service.

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.13 Third Party Blocking - TRA Rule 1220-4-2-58 (4) (5)1 (continued)

- B.** The LOA shall not be combined with inducements of any kind on the same document.
- C.** A copy of the LOA must be provided to the Company, as authority from the Customer to place a monthly recurring charge on his or her telephone bill. The Company will not remove third party block without first calling the Customer and obtaining his or her verbal approval.
- D.** Customers who wish to establish or cancel third party block may do so by calling the Company's Customer Service department. Personal information will be verified to confirm calling party.

3.2.14 Verification/Interruption Service

- A.** Verification Service provides operator assistance in determining if a called line is in use. Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these services for a charge, where facilities are available, by calling the "0" Operator.
- B.** Verification: a charge applies each time the operator verifies a called line and hears voice communication, except in emergency or trouble situations.
- C.** Interruption: a charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for the interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

3.2.15 Channelized Point to Point (P2P) or Point to Multi-Point (P2MP)

OnWav customers may order various speed point-to-point links. P2P refers to a connection restricted to two endpoints to multiple points (P2MP). Customers have the option to chose OnWav's in-network P2P as company facilities permit or an out-of-network connection should one or more endpoints be outside the Company's WiMax wireless network. Service is available at Voice Grade, 56kbps and DS1 (1.544 mbps) speeds or higher; see Rates and Charges, Section 4.

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3 Products and Services (continued)

3.2 Local Exchange Products and Services (continued)

3.2.16. Long Distance Calling Services

Long Distance Service refers to any phone call made by customers that travels outside the local calling area which generates a toll charge. Inside a county's boundary is always a local call; see Rates and Charges, Section 4.

3.2.17 International Calling Services

International Services refers to any phone call made by customers that travels to locations outside the continental United States which generates a toll charge; see Rates and Charges, Section 4.

3.2.18 Toll Free Service

Incoming toll calls will be billed to the customer at the rates specified in Rate and charges, Section 4.

3.2.18 Dedicated Internet Access

Dedicated Internet Access refers to the means by which users connect to the Internet. OnWav offers connections a various speeds; see Rates and Charges, Section 4.

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Section 4

Rates and Charges

4 Rates and Charges

Numbering	Product/Service	Detail	Item	Monthly Rate MRC	Nonrecurring NRC
4.1	POTS	Phone Service			
		Business Installation Charge	Dial Tone Line	\$39.95	\$75.00
		Residential Installation Charge	Dial Tone Line	\$24.95	\$50.00
4.2	Calling Features	Setup Fee			\$10.00
		Voicemail		\$5.00	
		Caller ID		\$5.00	
		Call Waiting		\$5.00	
		Call Forward		\$5.00	
		Three Way Calling		\$5.00	
		Automatic Redial		\$5.00	
		Conference Calling	Plus	\$5.00	
		All Calling Features Package	Minutes@.10	\$19.00	
4.3	Directory	Assistance	Per Use		\$1.50
		Listing			\$0.00
		Non-listing		\$5.00	
4.4	Operator	Assistance	Per Use		
			Station/Station		\$2.50
			Person/Person		\$3.00
			Inmate Collect		\$1.50
			Verification		\$1.50
			Interruption		\$2.50

All charges billed to OnWav by other carriers will be billed to the customer

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4	Rates and	Charges (continued)			
4.5	PIC	PIC Freeze		\$0.00	\$0.00
		Change After 60 days			\$5.00
4.6	Internet Access	Dedicated Voice/Data			
	Point to Point	In-Network	1.5 Mbps	\$350.00	\$400.00
			5 Mbps	ICB	\$400.00
			8 Mbps	ICB	\$400.00
		Out-of-network	T-1	ICB	ICB
4.7		Toll Restriction 1+		\$5.00	\$15.00
4.8		900 Block		\$0.00	\$0.00
4.9		Third Party Block		\$0.00	\$15.00
4.10	Miscellaneous				
		Late Charge			\$10.00
		Reconnection Fee			\$50.00
		Returned Payment Charge			\$25.00
		Change Name and Number			\$20.00
		Service Changes			\$25.00
4.11	Long Distance	All calls in Continental US	Per Minute		
			In-State	0.059	
			Out of State	0.059	
			18x6		
4.12	Incoming Toll	All calls in Continental US	Per Minute		
			In-State	0.059	
			Out of State	0.059	
			18x6		
4.13	International	Per minute rate by Country	18x6	ICB	
		based on future			
		interconnect /resale			