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June 4, 2009

VIA OVERNIGHT MAIL

Honorable Jones, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

filed electronically in docket office on 06/04/09

Docket No. 09-00076

Re: Broadvox-CLEC, LLC

Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of Broadvox-CLEC, LLC' Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$25.00 payable to the "Tennessee Regulatory Authority" for the filing fee. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on June 4, 2009.

APPLICANT HAS ALSO ENCLOSED ONE COPY OF ITS FINANCIAL INFORMATION IN A SEPARATE ENVELOPE AND HEREBY RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ENCLOSED FINANCIAL INFORMATION THAT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for Broadvox-CLEC, LLC

Enclosures

cc: Alecia Monroe (w/enc)

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BROADVOX-CLEC, LLC

1228 EUCLID AVE, STE. 390
CLEVELAND, OH 44115

KEYBANK NATIONAL ASSOCIATION

CLEVELAND, OHIO 44114
6-103-410

CHECK NO.

DATE

AMOUNT

1024

Jun 3, 2009

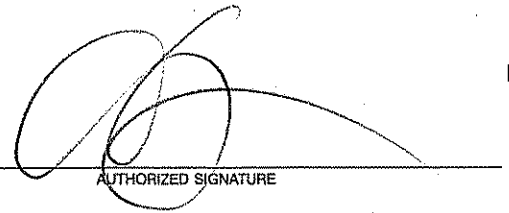
*****\$25.00

Memo:

PAY
TO THE
ORDER
OF:

Twenty-Five and 00/100 Dollars

TENNESSEE REGULATORY AUTHORITY


AUTHORIZED SIGNATURE

⑈001024⑈ ⑆041001039⑆ 359681260493⑈

**STATE OF TENNESSEE
BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION**

In re:)	
)	
Application of)	
Broadvox-CLEC, LLC)	
)	
For a Certificate of Public)	DOCKET NO.
Convenience and Necessity to)	
Provide Competing)	
Local Exchange And Interexchange)	
Telecommunications Services)	

**APPLICATION OF BROADVOX-CLEC, LLC FOR AUTHORITY
TO PROVIDE COMPETING LOCAL EXCHANGE & INTEREXCHANGE SERVICE**

Broadvox-CLEC, LLC ("Broadvox-CLEC" or "Applicant"), pursuant to T.C.A. §§ 65-2-103, 65-2-102 and 65-4-201; Section 253 of the Federal Telecommunications Act of 1996; and Section 1220-4-8-.04 of the Rules of the Tennessee Public Service Commission Division of Public Utilities, respectfully submits this Application for Authority to Provide Competing Local Exchange and Interexchange Telecommunications Services, including exchange access telecommunications services, within in the State of Tennessee.

Broadvox-CLEC intends to offer local exchange and interexchange service to both business and residential customers throughout the state. Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of Tennessee. Applicant intends to provide interexchange service statewide. Should its Application be granted, Broadvox-CLEC plans to commence offering service after the establishment of the appropriate and necessary resale and interconnection arrangements with the incumbent Local Exchange Carriers ("LECs"). Initially, Applicant will be negotiating an interconnection agreement with AT&T/BellSouth to provide local service.

In support of its Application, Broadvox-CLEC submits the following:

I. Introduction

1. The full name and address of the Applicant are:
Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115

The following is a list of applicant's corporate officers and directors:

Officer

The Broadvox Holding Company, LLC, Member
Alex Gertsburg, Corporate Secretary
Andre Temnorod, Chief Executive Officer
Eugene Blumin, Chief Operating Officer & Treasurer

Directors

None

The above-named individuals can be reached at:
Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115
Telephone: (216) 373-4623

Applicant is currently authorized to provide interexchange service in Arkansas, Florida, Idaho and Texas. Applicant is authorized to provide Interexchange and Local Exchange Service in Colorado, Indiana, Iowa, Kentucky, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, Rhode Island, Vermont, Washington and Wisconsin. Applicant is in the process of obtaining such authorizations to provide services throughout the United States. No such applications have been denied. The name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about

Applicant's operations are:

Alex Gertsburg, Corporate Secretary
of The Broadvox Holding Company, LLC, Member
Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
(216) 373-4623

The name, address and telephone number of a person responsible for repair and maintenance (customer service) are:

Eugene Blumin, Chief Operating Officer
of The Broadvox Holding Company, LLC, Member
Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
(216) 373-4623
(877) 884-6597 (toll-free customer service)

2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Lance J.M. Steinhart
Lance JM Steinhart, PC
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Facsimile)
lsteinhart@telecomcounsel.com (E-mail)

3. In support of this Application, the following exhibits are attached hereto:
- a. Exhibit A - Broadvox-CLEC's Certificate of Formation filed with the Secretary of State for the State of Delaware and Bylaws;
 - b. Exhibit B - Broadvox-CLEC's Certificate of Authority to Operate in Tennessee as a Foreign Corporation;
 - c. Exhibit C - Broadvox-CLEC's Broadvox, Inc. & Subsidiaries Consolidated Financial Statements for the years ended December 31, 2006 and December 31, 2007 and December 31, 2008, which are being filed in a separate sealed envelope as "Confidential"
 - d. Exhibit D - Biographies of selected Broadvox-CLEC management.
 - e. Exhibit E - Corporate Organization Chart
 - f. Exhibit F - IntraLATA Presubscription Implementation Plan
 - g. Exhibit G - Small and Minority-Owned Telecommunications Business Participation Plan
 - h. Exhibit H - Pre-Filed Testimony
 - i. Exhibit I - Numbering Issues & Tennessee Specific Operational Issues
 - j. Exhibit J - Bond or Letter of Credit
 - k. Exhibit K - Tariffs

II. Description of the Applicant

1. General Information

Applicant is a Delaware Limited Liability Company, which was formed on November 18, 2008. The company is headquartered at 1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115. The company is authorized to transact business in the State of Tennessee. There are no offices in Tennessee.

2. Customer Service

Applicant's customer service department may be contacted via a toll-free number, (877) 884-6597, or a local number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, and on holidays, Customers will be automatically forwarded to an answering service for messaging and paging.

Complaint Procedures-The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for determination.

III. Broadvox-CLEC Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange Service

Broadvox-CLEC possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Broadvox-CLEC is financially able to provide the services proposed in its tariff as evidenced by its Broadvox, Inc. & Subsidiaries Consolidated Financial Statements for the years ended December 31, 2006 and December 31, 2007 and December 31, 2008.

2. Managerial Qualifications

Broadvox-CLEC's senior management team is highly skilled, and has had extensive experience in the telecommunications industry. Using this expertise, Broadvox-CLEC's management team has developed innovative marketing and customer care programs, and provides its customers with high quality advanced services at competitive rates. Broadvox-CLEC has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications and Proposed Service Area

Applicant's key management personnel have significant business and telecommunications experience. Applicant is currently authorized to provide interexchange service in Arkansas, Florida, Idaho and Texas. Applicant is authorized to provide Interexchange and Local Exchange Service in Colorado, Indiana, Iowa, Kentucky, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, Rhode Island, Vermont, Washington and Wisconsin. Applicant is in the process of obtaining such authorizations to provide services throughout the United States. No such applications have been denied.

Applicant is not providing service at this time. No formal complaints have been filed against Applicant or any of its affiliates by any state or federal agency.

Broadvox-CLEC will initially resell services and provide service using unbundled network elements obtained through commercial and interconnection agreements, utilizing the facilities of the existing LECs or other competitive carriers that presently serve Tennessee. The company has no plans to install facilities in the State of Tennessee.

The Applicant proposes to offer its services throughout the State of Tennessee in non-rural areas, specifically targeting Nashville, Knoxville, Memphis and Chattanooga. These areas are currently being served by Bellsouth/AT&T and Embarq, which are designated open to competition.

As the foregoing illustrates, Broadvox-CLEC possesses considerable telecommunications expertise. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers. Thus, Broadvox-CLEC is technically qualified to provide local exchange and interexchange telecommunications services in Tennessee. Applicant also is willing to adhere to all applicable Commission policies, rules and orders.

IV. Approval of Broadvox-CLEC's Application is in the Public Interest

Granting Broadvox-CLEC's Application is consistent with the public interest, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local exchange and interexchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and may ultimately, be eliminated from the industry.

Additionally, Broadvox-CLEC's entry into the local exchange and interexchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in Tennessee. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins.

In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered

Broadvox-CLEC expects to offer a full array of local exchange and interexchange services to both business and residential customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residence customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

In addition to the services listed above, Broadvox-CLEC, through interconnection with other carriers, will offer dual-party relay services, 9-1-1 Emergency Services, directory assistance and operator assisted calls, lifeline, and toll-free calling.

The Applicant's IntraLATA Presubscription Implementation Plan is attached hereto as Exhibit F.

Applicant's proposed tariffs are attached hereto as Exhibit K.

VI. Waivers and Regulatory Compliance

Broadvox-CLEC requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Financial Record-Keeping System pursuant to Tennessee Rules and Regulation 1220-4-1-.11(1). Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Broadvox-CLEC requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation, and as a competitive carrier, Broadvox-CLEC does not maintain its financial records in this manner.

b. As a competitive carrier, Broadvox-CLEC maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required Broadvox-CLEC to maintain its records under the USOA for purposes of Broadvox-CLEC's interexchange operations. Thus, Broadvox-CLEC does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Broadvox-CLEC's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its Tennessee local service operations would place an extreme burden on Broadvox-CLEC.

c. Moreover, Broadvox-CLEC asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Broadvox-CLEC's operations. Therefore, Broadvox-CLEC hereby respectfully requests to be exempted from the any USOA requirements of the Commission.

d. The Applicant does agree that it will provide wire line activity reports as required by Commission rules and regulations.

2. Local Exchange Directories

Broadvox-CLEC requests that it not be required to publish local exchange directories. Broadvox-CLEC will make arrangements with the incumbent LECs whereby the names of Broadvox-CLEC's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Broadvox-CLEC's customer service number. These directories will be distributed to Broadvox-CLEC's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Broadvox-CLEC and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Broadvox-CLEC to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Broadvox-CLEC to simply include its limited customer list in the existing directories of the incumbent LECs.

VII. Regulatory Obligations

Applicant shall provide, either directly or indirectly or through arrangements with other carriers or companies, to the extent required by law or regulation:

1. Provide access to 911 and E 911 emergency service;
2. Provide white page directory listings and directory assistance;
3. Provide consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange telephone companies;
4. Provide free blocking service for 900, 976 type services in accordance with Commission policy;
5. Provide Lifeline and Link-up services to qualifying citizens of this state;
6. Provide educational discounts in existence as of June 6, 1995

Applicant shall also:

1. Provide support for universal service in a manner determined by the Commission. This requirement shall not be construed as prohibiting the granting of a certificate before the universal service issues are determined by the Commission;
2. Provide interconnection with other certificated carriers or Commission authorized carriers on a nondiscriminatory basis under reasonable terms and conditions;
3. Comply with Commission basic service standards as defined in any applicable rules and decisions of the Commission;
4. Provide equal access to authorized inter-and intraLATA long distance providers, unless otherwise exempted by the Commission.

VIII. Conclusion

This Application demonstrates that Broadvox-CLEC, LLC, possesses the technical, financial and managerial resources to provide resold and facilities-based/UNE local exchange and interexchange service in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and with resulting reduced prices for consumers. In addition, as a result of competition, the overall quality of local exchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service, or as otherwise required by law.

Wherefore, Broadvox-CLEC, LLC, respectfully petitions this Commission for a Certificate of Public Convenience and Necessity to Provide Competing local exchange and interexchange telecommunications services in the State of Tennessee in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted,
Broadvox-CLEC, LLC

Lance J.M. Steinhart, Esq.
Lance JM Steinhart, PC
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com
Attorney for Applicant

June 4, 2009
Alpharetta, Georgia

VERIFICATION OF APPLICANT

I, Alex Gertsburg, Corporate Secretary of The Broadvox Holding Company, LLC, Member of Broadvox-CLEC, LLC, a Delaware Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Pre-Filed Testimony, and I declare that they are true and correct.

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: _____

Alex Gertsburg
Corporate Secretary

Sworn to me, the undersigned
Notary Public on this
13th day of February 2009.

State of Ohio
County of Cuyahoga

Alecia Monroe

Notary Public

ALECIA MONROE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 5, 2011

EXHIBIT "A"
CERTIFICATE OF FORMATION & BYLAWS

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 11/24/2008
FILED 11:30 AM 11/24/2008
SRV 081141822 - 4626470 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Broadvox-CLEC, LLC

Second: The address of its registered office in the State of Delaware is One Commerce
Center 1201 Orange St. #600, in the City of Wilmington

Zip code 19899. The name of its Registered agent at such address is
Incorp Services, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of
dissolution: "The latest date on which the limited liability company is to dissolve is
_____".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
19th day of NOVEMBER, 2008.

By: [Signature]
Authorized Person (s)

Name: ALEX GERTSBURG, ESQ.

Broadvox-CLEC, LLC

OPERATING AGREEMENT

This Operating Agreement is made by and among Broadvox-CLEC, LLC ("LLC") and the persons and entities signing this Agreement as members (the "Members").

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereby agree as follows:

ARTICLE 1. FORMATION

Section 1.01. Organization of LLC. The Member has formed the LLC pursuant to the Delaware Limited Liability Company Act (Section 18-101 - 18-1109 of the Delaware Code Annotated) (the "Act"), by the filing on the date hereof of a Certificate of Formation (as such certificate may be amended from time to time, the "Certificate of Formation") in the office of the Secretary of State of Delaware.

Section 1.02. Name of LLC. The name of the LLC is Broadvox-CLEC, LLC. The business of the LLC shall be operated under that name or any other name for which the LLC has filed a fictitious business name statement.

Section 1.03. Business of LLC. The purpose of the LLC is to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Act.

Section 1.04. Powers. The LLC shall have all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, trade, profession, purposes or activities of the LLC including but not limited to the power (i) to acquire, sell, lease or otherwise deal with real or personal property; (ii) to operate, maintain, finance, improve, construct, own, mortgage any real or personal property; (iii) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient for managing the LLC's affairs; (iv) to borrow money and issue evidence of indebtedness necessary, convenient or incidental to the LLC's affairs and to secure same by mortgage, pledge or other lien on any property of the LLC; (v) to contract on behalf of the LLC for the employment and services of employees and/or independent contractors, and to delegate to such persons the duty to manage or supervise any of the assets or operations of the LLC; (vi) to merge with a limited liability company or other business entity; and (vii) to institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of or against the LLC or any of its members, managers, or employees arising out of,

connected with, or incidental to the affairs of the LLC and to engage counsel or others in connection therewith.

Section 1.05. Principal Place of Business. The principal place of business of the LLC shall be 1228 Euclid Ave., Ste. 390, Cleveland, OH 44115

Section 1.06. Term of LLC. The term of the LLC shall commence upon the filing of a Certificate of Formation with the Delaware Secretary of State. The LLC shall have perpetual existence unless terminated or dissolved as provided in this Agreement.

ARTICLE 2. MEMBERS

Section 2.01. Initial Members. The names and addresses of the initial Members of the LLC are set forth on Schedule A attached to this Agreement.

Section 2.02. Liability of Members. The liability of a Member is restricted and limited to the amount of capital contributions that each Member makes or agrees to make to the LLC. Except as specifically provided in the Act, no Member shall be personally liable for the debts, obligations, liabilities or judgments of the LLC, whether arising in contract, tort or otherwise, solely by reason of being a Member of the LLC.

ARTICLE 3. MANAGEMENT BY MANAGERS

Section 3.01. Manager. The Broadvox Holding Company, LLC is hereby designated as a Manager of the LLC. One or more Managers may be designated and the number of Managers may be determined at any time by the Manager or majority vote of the Managers, if there be more than one. Upon the resignation, retirement, death of, or adjudication of incompetency (each a "Separation Event") of a sole Member, a new Manager shall be designated by a vote of the Members holding a majority of the outstanding Common Units. No Manager may resign from, retire from, abandon or otherwise terminate its status as a Manager except after 90 days notice to all Members. Upon a Separation Event of a Manager at a time when there is more than one Manager, the remaining Manager may designate a new Manager. If there is more than one Manager at any time, all actions taken by the Managers must be approved by a majority of the Managers.

Section 3.02. Authority of Manager. Except as otherwise required by this Agreement, the Act or other applicable law, the Manager shall have the authority to (i) exercise all the powers and privileges granted to an LLC by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC in each jurisdiction in which the LLC shall conduct business including but not limited to entering into a merger with a limited

liability company or other business entity, and (ii) to take any other action not prohibited under the Act or other applicable law; and no Member acting in its capacity as a Member shall have any authority, power or privilege to act on behalf of or to bind the LLC except as specifically provided in this Agreement.

Section 3.03. Manager's Signature. Notwithstanding anything in this Operating Agreement to the contrary, the signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party to bind the LLC or to evidence such Manager's authority.

Section 3.04. Reimbursement. Any Manager shall be entitled to reimbursement from the LLC for all reasonable expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Manager shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Manager and the LLC, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

Section 3.05. Agreements. Any Manager may cause the LLC to enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, service or space with any Manager, or an affiliate thereof (including without limitation obtaining a loan from any member or an affiliate thereof) and may pay compensation thereunder for such goods, services or space, provided in each case the terms of any such arrangements are on arm's length terms and, if the determination of such terms is made in good faith, it shall be conclusive in the absence of manifest error. Any loan obtained from a Manager or Member shall bear interest at a rate of two percent (2%) over the Prime Rate as published from time to time in The Wall Street Journal. Any such loan may be secured by the property of the LLC and shall be repayable by the LLC as a first priority prior to any other distribution to any Member.

Section 3.06. Disclaimer of Fiduciary Duties. To the extent permitted by law, the Manager shall owe no fiduciary duties to the Members of the LLC or any other Manager of the LLC.

ARTICLE 4. CONTRIBUTIONS AND CAPITAL

Section 4.01. Initial Capital Contributions. Each Member shall contribute to the capital of the LLC cash and/or property in the amount set forth on Schedule A attached to this Agreement. A Member's interest in the LLC shall be evidenced by units (the "Units"). The number and class of Units owned by each Member is set forth on Schedule A attached to this Agreement.

Section 4.02. Classes of Units. The LLC shall have a class of common units (the "Common Units"). The Manager may authorize other classes of Units from time to time. The rights, preferences, voting powers, or other special rights and privileges and qualifications, limitations or restrictions of any such class of Units shall be contained in an amendment to this Agreement (the "Unit Designation").

Section 4.03. Issuance of Units. The Manager may issue such additional Units, Common Units or otherwise, on such terms and conditions as the Manager determines.

Section 4.04. Interest on Contributions. No interest shall be paid on contributions to the capital of the LLC.

Section 4.05. Withdrawal and Return of Capital. A Member may withdraw from the LLC at any time. No Member shall have the right to withdraw from the LLC for any reason any portion of the capital of the LLC or to a return of that Member's capital contribution, except upon dissolution of the LLC under Section 12.01 of this Agreement.

Section 4.06. Capital Accounts. The LLC shall establish a separate capital account for each Member (and for each transferee who has not become a Member), which shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "Code").

Section 4.07. Allocations. Net profits and net losses shall be as determined for reporting on the LLC's federal income tax return. All items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in distributions of Cash Flow under Article 5 of this Agreement.

ARTICLE 5. DISTRIBUTIONS

Section 5.01. Allocation of Distributions. Subject to the rights of any class of Units having preference over Common Units to distributions ("Preferred Units"), distributions shall be made to Members in proportion to the number of outstanding Common Units held by each Member compared to the number of outstanding Common Units held by all Members. Preferred Units shall be entitled to distributions in accordance with the terms of the Unit Designation for such class of Preferred Units.

Section 5.02. Amount and Time of Distributions. Except as provided in Section 5.02, all Cash Flow, as available, shall be distributed at such times and in such amounts as the Manager shall determine.

"Cash Flow" shall mean net profits of the LLC as determined by the Manager in the same manner as used to prepare the LLC's federal income tax returns subject to the following adjustments:

(i) The addition of all amounts claimed for depreciation, amortization of prepaid items and other non-cash charges and deferred costs, and payments to the LLC out of proceeds of business or rental interruption insurance; and

(ii) The subtraction of any amounts paid by the LLC during such period for principal payments on LLC indebtedness including expenditures for capital purchases or improvements not deductible for federal income tax purposes in the year paid, the non-cash portion of any profits of the LLC during such period, and the amount of any reasonable reserves established by the Treasurer to cover reasonable business needs, including but not limited to reserves to provide funds for improvement, purchases or for any contingencies of the LLC.

Section 5.03. Distributions Upon Liquidation. Upon the liquidation of the LLC, the following shall occur:

(a) First, assets of the LLC shall be used to pay all current expenses, debts and obligations and provided that, upon the expiration of such period of time as the Manager shall deem advisable, the balance of such reserves remaining after payment of such debts and obligations shall be distributed in the manner herewith set forth in this Section 5.03;

(b) Second, there shall be a final allocation pursuant to Section 4.08 of profit, losses, and other items to each Member's capital account;

(c) Third, the remaining assets shall be distributed in accordance with the positive balances of each Member's capital account after the final allocation referred to in Section 5.03 (b).

Section 5.04. Priorities. No Members shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

ARTICLE 6. COMPENSATION OF MANAGERS AND MEMBERS

Section 6.01. Salaries of Managers. The Manager and any officers of the LLC shall be entitled to salaries, wages, or other compensation only if approved in advance by the Manager.

Section 6.02. Salaries of Members. The Members shall be entitled to salaries, wages or other compensation only if approved in advance by the Manager.

ARTICLE 7. BOOKS AND RECORDS; BANK ACCOUNTS; AND TAX MATTERS PARTNER

Section 7.01. Books and Records. The LLC shall keep complete and accurate books and records of the LLC, using the method of accounting selected by the Manager and otherwise in accordance with generally accepted accounting principles consistently applied. On or before the due date (including extensions) of the federal income tax return of the LLC for each fiscal year of the LLC, each Member shall be furnished with copies of the LLC's federal income tax return for the fiscal year then ended and with a copy of the LLC's compiled financial statements for such fiscal year. Any Member may, at any time, at his own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his own selection.

In addition to the foregoing, the LLC shall maintain at the principal office of the LLC all of the following records (the "Records"):

- (a) True and full information regarding the status of the business and financial condition of the LLC;
- (b) Promptly after becoming available, a copy of the LLC's federal, state and local income tax returns for each year;
- (c) A current list of the name and last known business, residence or mailing address of each Member and Manager;
- (d) A copy of any written operating agreement and certificate of formation and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which the operating agreement and any certificate and all amendments thereto have been executed;
- (e) True and full information regarding the Capital Accounts of each Member and the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member; and
- (f) Other information regarding the affairs of the LLC as is just and reasonable.

Section 7.02. Access to Records and Inspection Rights. Each Member and transferee (and their representatives) may, upon reasonable written request to the

Manager which request shall state the purpose of the request and for purposes reasonably related to such person's interest in the LLC, obtain copies of the Records, subject to reasonable standards which may be adopted by the Manager from time to time (including standards governing what information and documents are to be furnished at what time and location and at whose expense).

Section 7.03. Bank Accounts. Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Manager, and withdrawals shall be made and other activity conducted on any Manager's signature.

Section 7.04. Tax Matters Partner. The Broadvox Holding Company, LLC is hereby designated to be the tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code. The tax matters partner shall take such action that is necessary to make each Member a notice partner pursuant to Section 6223 of the Internal Revenue Code. The tax matters partner may not take any action authorized under Sections 6222 through 6232 of the Internal Revenue Code without the consent of the Manager.

ARTICLE 8. TRANSFER OF INTEREST; ADMISSION OF NEW MEMBERS

Section 8.01. Conditions for Transfer. Without the prior written consent of the Manager, a Member may not sell, assign, transfer, encumber or otherwise dispose of Units except pursuant to the provisions of this Article 8. Transfers without compliance with this Agreement shall be void.

Section 8.02. Transfers to Family Members. A Member may transfer Units by inter vivos gift, testamentary disposition or sale to a Family Member, or to a trust for the benefit of the Member or Family Members if the transferee complies with Section 8.07 of this Agreement. A Family Member shall mean a Member's spouse, parents, siblings, in-laws, children or grandchildren.

Section 8.03. Death, Bankruptcy or Incompetency.

(a) **Option to Purchase.** If a Member dies, or is adjudged incompetent or bankrupt by a court of competent jurisdiction (each a "Succession Event"), the remaining Members shall have a right to purchase the Units of any successor in interest in accordance with Section 8.03(b) of this Agreement when such successor in interest sells or transfers the Units.

(b) **Purchase of Sale of Units.** Upon the occurrence of Succession Event and at the election of the other Members (each a "Buying Member"), the selling Member (the "Selling Member") shall sell and the Buying Member shall purchase the Selling Member's Units. Each Member or its legal representative shall notify the other

Member of any Succession Event of which it has knowledge within ten (10) days of receiving such knowledge. The Buying Members shall have thirty (30) days from receiving notice of the occurrence of a Succession Event to elect to purchase the Selling Member's Units, which election shall be made in writing. If any Buyer Member fails to make such election within such thirty (30) day period, such Buying Member's right to purchase the Selling Member's Units shall be waived. Each Buying Member shall be entitled to purchase its pro rata share of the Units based on the number of Common Units held by the Buying Member compared to the aggregate Common Units held by all Buying Member (the "Share Percentage").

(c) **Appraised Value.** The purchase price to be paid for the Selling Member's Units shall be equal to the fair market value of the Units, as determined by an appraiser having a national reputation in evaluating companies similar to the LLC appointed by the Manager (the "Appraised Value"). The Appraised Value of the Units being sold is the "Purchase Price." The reasonable expenses of the appraiser or appraisers shall be paid by the Selling Member or its representative for any sale as a result of the occurrence of a Succession Event. If any Buying Member does not purchase its pro rata share of the Units, the other Buying Members may purchase the remaining Units based on their respective Share Percentages.

(d) **Closing.** The closing of a purchase and sale of Units under this Article shall occur thirty business (30) days after the Appraised Value is determined, at 10:00 a.m. at the principal place of business of the LLC or such other location, date and time as may be agreed upon. At the closing, the Selling Member shall deliver to the Buying Members all Units being purchased by the Buying Members, free and clear of any liens, restrictions, security interests and encumbrances (except those contained in this Agreement) against receipt of the Purchase Price.

(e) **Interest of Successor in Interest.** The successor in interest shall receive only an economic interest in the LLC (the right to receive distributions and allocations of income, gains, losses, deductions, credits or similar items to which the Member would have been entitled to receive prior to death, bankruptcy or incompetency). The successor in interest shall not become a Member unless (i) the Manager consents to the proposed membership; and (ii) the successor in interest complies with Section 8.07 of this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, a successor in interest, including, without limitation, a legal representative of the Member, shall become a Member if upon the occurrence of a Succession Event there is only one other Member of the LLC.

Section 8.04. Assignment of Economic Interest.

(a) **Right to Assign.** Without the prior written consent of the Manager, a Member may not assign an economic interest in a Unit.

(b) Rights of Assignee. An assignment of an economic interest does not dissolve the LLC, entitle the assignee to vote or participate in the management and affairs of the LLC, or allow the assignee to become or exercise any rights of a Member. An assignment of an economic interest only gives the assignee an economic interest in the LLC (the right to receive, to the extent assigned, the distributions and the allocations of income, gains, losses, deductions, credits or similar items to which the assignor would have been entitled to receive). The assignee may become a Member if (i) the Manager consents to the proposed membership; and (ii) the assignee complies with Section 8.07 of this Agreement.

(c) Effect of Assignment. Upon the assignment of all or part of an economic interest, the assignor shall provide all other Members with the name and address of the assignee and the details of the interest assigned. Upon receipt of that notice, the records of the LLC shall be amended to reflect the assignment. Until the assignee becomes a Member, the assigning Member shall continue to be a Member and to have power to exercise any rights and powers of a Member, including the right to vote.

(d) Liabilities. Except to the extent assumed by agreement, the assignee shall have no liability to the LLC prior to becoming a Member solely as a result of the assignment.

(e) Encumbrances. The pledge of or granting of a security interest, lien or other encumbrance in or against a Unit shall not cause the Member to cease to be a Member or give to anyone else the power to exercise any rights or powers of a Member.

Section 8.05. Restriction on All Transfers. No transfer may be made to any person unless all of the following requirements have been met:

(a) The transferee agrees to be bound by all of the restrictions and provisions of this Agreement.

(b) The transfer does not violate any state or federal securities laws. The Member or transferee may be required by a Manager to obtain an opinion of counsel that the transfer is being made in compliance with the applicable state and federal securities laws.

(c) The transferee pays any reasonable expenses in connection with the transfer.

(d) The transfer, when added to the total of all other Units sold, assigned or transferred during the preceding 12 month period, does not result in a termination of the LLC under Section 708 of the Code.

ARTICLE 9. INDEMNIFICATION

Section 9.01. Indemnification in Actions by Third Parties. To the fullest extent permitted by the Act and any other applicable law, the LLC shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding, by reason of the fact that such person is or was a Manager, Member, employee, officer or agent of the LLC, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding. Any amendment or repeal of provision of this Section shall not adversely affect any right or protection of a person entitled to indemnification under this Section with respect to any act or omission of such person occurring prior to such amendment or repeal.

Section 9.02. Advance of Expenses. The LLC shall have the power to advance expenses incurred in defending any proceeding prior to the final disposition of such proceeding.

Section 9.03. Liability of Members. The amount of indemnification shall be limited to the assets of the LLC. No Member shall be personally liable as a result of an agreement by the LLC to indemnify any person.

ARTICLE 10. TERMINATION AND DISSOLUTION

Section 10.01. Termination of the LLC. The LLC shall terminate upon a determination by the Manager that the LLC shall be dissolved or the entry of a decree of judicial dissolution under Section 18-802 of the Act. In such event, the Manager shall proceed with the liquidation of the LLC's affairs and the net proceeds of such liquidation shall be applied and distributed to the Members in accordance with their positive Capital Account.

ARTICLE 11. AMENDMENT

Section 11.01. Amendment of Operating Agreement. This Operating Agreement may be amended by the Manager with the consent of the holders of a majority of the outstanding Common Units. Notwithstanding the foregoing, no amendment to this Agreement shall increase the capital contribution or liability of any Member without the consent of the Manager or alter the terms of any Unit Designation without the consent of the holders of a majority of the outstanding Preferred Units of the class created by such Unit Designation. Notwithstanding by the foregoing, the Manager shall have the power to amend Schedule A of this Agreement to update and correct any information contained therein.

Section 11.02. Power of Attorney. Each Member hereby appoints each Manager as such Member's agent and attorney in fact for the sole purpose of amending this Agreement, including Schedule A attached hereto, in such manner as may be necessary or appropriate from time to time, to reflect the modification of the number of Units held by the Members resulting from the admission of any additional Member pursuant to the terms of this Agreement. The power of attorney contained in this Section is coupled with an interest and, therefore, is irrevocable and shall survive the death, dissolution, bankruptcy or incapacity of any Member.

ARTICLE 12. SECURITIES LAWS

Section 12.01. Other Investment Representation. Each Member also represents, acknowledges or understands that:

(a) The Member is financially able to bear the economic risk of an investment in the LLC, including a total loss of the investment.

(b) The Units are restricted under the Securities Act of 1933 (the "Securities Act") and may not be resold without registration under the Securities Act or pursuant to an exemption from registration.

(c) The LLC is newly organized and has no financial or operating history. The Units are a highly speculative investment and involve a high degree of risk of loss.

(d) The Member has received and reviewed all information that the Member considers necessary or appropriate in deciding whether to acquire the Units. The Member has had an opportunity to ask questions and receive answers from the LLC and its officers regarding the terms and conditions of purchase of the Units and the business, financial affairs and other aspects of the LLC. The Member has also had the opportunity to obtain all information (to the extent the LLC possesses such information or can acquire it without unreasonable effort or expense) which the Member deems necessary or advisable to evaluate the investment and to verify the accuracy of information provided to the Member.

(e) Neither the Manager, employees, agents nor any other person associated with the LLC has made any representations that (i) the Member may freely transfer the Units, (ii) that a specified profit or other amount will be realized as a result of the investment in the LLC, (iii) that past performance by the Manager or other persons in any way indicates a predictable investment return or overall business results for the LLC, (iv) that the LLC will be able to make cash distributions from operations or otherwise by a specified date, or that such distributions will be made at all, or (v) that the investment in Units will result in any specific tax benefits.

(f) The Members have been advised to consult with their own attorneys and accountants regarding all legal and tax matters concerning an investment in the LLC, and the Member has done so to the extent the Member considers necessary. The Members have and will in the future look solely to and rely upon their own advisers regarding the tax consequences of this investment.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Section 13.01. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Section 13.02. Counterparts. This Agreement may be signed in several counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties. It shall not be necessary for every Member to sign the same copy of this Agreement.

Section 13.03. Successors. Subject to the restrictions against assignment of interests contained herein, this Agreement shall inure to the benefit of and shall be binding upon the heirs, successors in interest, assigns, personal representatives, estates and legatees of each of the Members.

Section 13.04. Waivers. The waiver by the LLC or any Member of a breach of any provision of this Agreement by any other party shall not operate as a waiver by the LLC or Member of the same or any subsequent breach of any provision of this Agreement by any other party.

Section 13.05. Notices. Any notices required to be given under the terms of this Agreement shall be delivered personally with an acknowledgment of receipt or delivered by certified mail, postage prepaid or telecopy or by a nationally recognized courier service to the address listed on Schedule A as amended from time to time (or to such other addressee or address as set forth in a notice given in the same manner).

Section 13.06. Entire Agreement. This Agreement and the Certificate of Organization for the LLC contain the entire understanding among the Members and supersede any prior written or oral agreements respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not set forth herein.

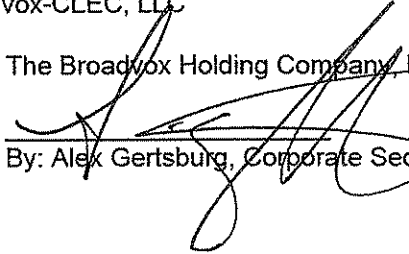
Section 13.07. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

Section 13.08. Use of Plural, Gender. All terms herein used in the singular will have a comparable meaning when used in the plural, and *vice versa*, and any reference to any gender will be deemed to include all genders.

Executed under seal as of the 23rd day of February, 2009.

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By:  Alex Gertsburg, Corporate Secretary

ALECIA MONROE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 5, 2011

Schedule A
(Names and Addresses of Initial Members)

Broadvox-CLEC, LLC

OPERATING AGREEMENT

	Capital Contribution	Units
The Broadvox Holding Company, LLC 1228 Euclid Ave., Ste. 390, Cleveland, OH 44115	\$100.00	100
TOTAL	<u>\$100.00</u>	<u>100</u>

EXHIBIT "B"
FOREIGN CORPORATION QUALIFICATION

Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 02/13/09
REQUEST NUMBER: 6448-0689
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 02/13/09 1304
EFFECTIVE DATE/TIME: 02/13/09 1304
CONTROL NUMBER: 0596346

TO:
LANCE JM STEINHART PC
1720 WINDWARD
CONCOURSE/STE 115
ALPHARETTA, GA 30005

RE:
BROADVOX-CLEC, LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 02/13/09

FROM:
BROADVOX LTD
1228 EUCLID AVE
STE 390
CLEVELAND, OH 44115-1800

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00004532063
ACCOUNT NUMBER: 00621053



SS-4458

TRE HARGETT
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)
(For use on and after 1/1/2006)

FILED

RECEIVED
STATE OF TENNESSEE

2009 FEB 13 PM 1:04

THE HARGETT
SECRETARY OF STATE

6448.0589

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: Broadvox-CLEC, LLC

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: DE

and its date of its formation is: 11/24/08 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:

1228 Euclid Ave., Ste. 390, Cleveland, OH 44115

Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:
404 James Robertson Pkwy., Ste. 2100, Nashville, TN 37219

Street City/State County Zip Code

The name of its registered agent at that office is: Incorp Services, Inc.

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing if more than six (6): 1

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

January 19th, 2009
Signature Date

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: Alex Gertsburg, Corporate Secretary

Delaware

RECEIVED
STATE OF TENNESSEE

2009 FEB 3 PM 1:03

PAGE 1

The First State
THE HARGETT
SECRETARY OF STATE

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "BROADVOX-CLEC, LLC" IS DULY FORMED
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING
AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE
SHOW, AS OF THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2009.

6448.0690

4626470 8300

090078263

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7106214

DATE: 01-28-09

EXHIBIT "C"
FINANCIAL INFORMATION

EXHIBIT "D"
BIOGRAPHY INFORMATION

Andre Temnorod

Chairman & Chief Executive Officer

Building on 12 years of executive management experience, Mr. Temnorod has excelled in business operations and the high tech industry. Mr. Temnorod is the strategy behind the Broadvox vision to be a leader in the telecommunications world, as well as its wholesale long-distance deployment and its initiative in the hosted Centrex and converged communications efforts.

Prior to founding Broadvox, Mr. Temnorod served as the Chief Executive Officer of Nexbell Communications, a leader in VoIP (purchased by COUNSEL Communications in 2001). Mr. Temnorod then served as Chief Technology Officer at Unicent Technologies, where he spearheaded the research and deployment testing of early VoIP initiatives.

Mr. Temnorod is among the most respected VoIP technology leaders in the market today. He has been featured in numerous professional forums in print, video and as a guest speaker on a variety of panels.

Eugene Blumin

Chief Operating Officer

Mr. Blumin has more than 15 years of experience in the technology field and has held a range of executive positions in senior management, operations and finance related roles.

Eugene S. Blumin is Chief Operating Officer and Co-Founder of Broadvox. Utilizing his vast experience in operations, sales and finance, Mr. Blumin is now focused on day to day operations with significant involvement in customer and vendor relationships. Prior to Broadvox, Mr. Blumin was co-founder of Nexbell Communications and served as Director of Carrier Relations. Nexbell Communications was sold to COUNSEL Communications in 2001. Prior to Nexbell Communications, Mr. Blumin served as President and COO of Unicent Technologies, a 100 million dollar privately held PC and communications company.

Alex Gertsburg

Vice President, General Counsel

Mr. Gertsburg handles and supervises all of the company's legal work, addressing issues relating to contracts, compliance, disputes, employment, intellectual property, marketing and many others. Prior to joining Broadvox, Mr. Gertsburg's primary legal focus was business litigation with the corporate firms of Calfee, Halter & Griswold LLP in Cleveland; and Roetzel & Andress LPA in Akron. In both firms, he worked with closely-held, publicly-traded and foreign clients in developing strategies to resolve complex and diverse legal disputes, both inside and outside the courtroom. He also dedicated a significant amount of his practice on First Amendment, antitrust, real estate and commercial disputes.

In 2003, Mr. Gertsburg was deployed with his Army Reserve unit to Iraq, where he served as a platoon leader and convoy commander during the first year of the war. By the time he was demobilized at the end of that year, he had served with the Army Reserve for ten years.

Mr. Gertsburg graduated magna cum laude from the Cleveland-Marshall College of Law, and was honored with membership in the Order of the Barristers as a result of his successful tenure in the law school's moot court program. In law school, he also served as an extern for the late Judge John Manos of the United States District Court for the Northern District of Ohio. He received his B.A. from Miami University in 1997, where he studied political science and sociology.

Jeff Slater brings over twenty four years executive management experience to Broadvox-CLEC, and serves as President. Mr. Slater is responsible all aspects of managing the business and for developing, deploying and supporting a portfolio of retail and wholesale products throughout the US.

Prior to joining Broadvox-CLEC, Mr. Slater held several executive positions including: Vice President of Planning of CIMCO Communications, a Chicago CLEC; President of Cedar Valley Communications, a Texas CLEC; Executive Vice President of TotalTel USA a large east coast IXC; and Corporate Director of Product Development for LCI International, a Midwestern facilities-based carrier. In addition, Mr. Slater was the President of JTek Systems, Ltd, a management consulting company he founded providing executive management, business development, operations management, and strategic planning services to local, national and international telecommunications carriers.

Mr. Slater earned a BA from DePaul University in Chicago, IL.

EXHIBIT "E"
CORPORATE ORGANIZATION CHART

BROADVOX, INC.
(Ohio S Corp.)

THE BROADVOX HOLDING CO., LLC
(Delaware LLC)

BROADVOX-CLEC, LLC
(Delaware LLC)

EXHIBIT "F"
INTRALATA PRESUBSCRIPTION IMPLEMENTATION PLAN

BROADVOX-CLEC, LLC (Broadvox-CLEC)
IntraLATA Presubscription Implementation Plan

I. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. Broadvox-CLEC proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. Broadvox-CLEC proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that Broadvox-CLEC proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

Broadvox-CLEC will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

Broadvox-CLEC employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. Broadvox-CLEC will implement a PIC change charge waiver period of 90 days.

New Customers

Customers who contact Broadvox-CLEC requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including Broadvox-CLEC, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within Broadvox-CLEC's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within Broadvox-CLEC's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Party, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. Broadvox-CLEC anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

IV. Carrier Notification

Current interexchange carriers will be notified of Broadvox-CLEC's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of Broadvox-CLEC's implementation date. Broadvox-CLEC needs notification in advance to include the carrier on the list of participating carriers in each Broadvox-CLEC exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying Broadvox-CLEC.

Broadvox-CLEC will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

Broadvox-CLEC will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. Broadvox-CLEC plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. Broadvox-CLEC will comply with all rules of the FCC and the TRA.

V. Non-Discriminatory Access

Broadvox-CLEC will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

VI. Slamming Policy

Verification of orders

Broadvox-CLEC will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) Broadvox-CLEC has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) Broadvox-CLEC has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, Broadvox-CLEC will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.

- (3) A description of any terms, conditions or charges that will be incurred.
- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and Broadvox-CLEC.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service order.
- (8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, Broadvox-CLEC cannot submit the customer's order.
- (9) The name, address and telephone number of a contact point for consumer complaints.
- (b) The documentation of the order shall be retained by Broadvox-CLEC, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.
- (c) Customer initiated orders. Broadvox-CLEC when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by Broadvox-CLEC for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, Broadvox-CLEC will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

EXHIBIT "G"
SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

BROADVOX-CLEC, LLC

**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Broadvox-CLEC, LLC (“Broadvox-CLEC”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Broadvox-CLEC is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Broadvox-CLEC will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Broadvox-CLEC will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Broadvox-CLEC of such opportunities. Broadvox-CLEC’s representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Broadvox-CLEC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean 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 the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

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

III. ADMINISTRATION

Broadvox-CLEC's 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 Broadvox-CLEC's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Alex Gertsburg, Corporate Secretary of
The Broadvox Holding Company, LLC, Member
Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
Telephone: (216) 373-4623
Facsimile: (216) 373-4812

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Broadvox-CLEC and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business

The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The 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 businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Broadvox will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Broadvox will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Broadvox will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Broadvox will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: 
Alex Gertsburg
Corporate Secretary

Dated: 2/13/09

EXHIBIT "H"
PRE-FILED TESTIMONY

**PRE-FILED TESTIMONY
OF
ALEX GERTSBURG**

I. Introduction

1 1. Q. Please state your name and business address.

2 A. My name is Alex Gertsburg. My business address is 1228 Euclid Avenue, Suite
3 390, Cleveland, Ohio 44115.

4 2. Q. By whom are you employed and in what capacity?

5 A. I am Corporate Secretary of The Broadvox Holding Company, LLC, Member for
6 Broadvox-CLEC, LLC ("Broadvox-CLEC").

7 3. Q. Please give a brief description of your background and experience in business and
8 telecommunications.

9 A. My background and experience, as well as other members of the management team
10 of Broadvox-CLEC, are set forth in Exhibit D to our application.

1 4. Q. What is the purpose of your testimony?

2 A. The purpose of my testimony is to describe the nature of Broadvox-CLEC's
3 proposed service offering within the State of Tennessee, and to demonstrate its
4 financial, managerial, and technical ability to provide the telecommunications
5 services for which authority is sought herein.

6 5. Q. Do you wish to incorporate by reference any documents into your testimony?

7 A. Yes. I wish to incorporate by reference the underlying Application filed in this
8 proceeding and its associated attachments.

9 II. The Business of Broadvox-CLEC

10 6. Q. Has Broadvox-CLEC registered to do business in Tennessee?

11 A. Yes. Broadvox-CLEC is a Delaware Limited Liability Company that has received
12 authorization to transact business within the State of Tennessee. A copy of
13 Broadvox-CLEC's Certificate of Formation and bylaws are attached to the
14 Application as Exhibit A and a copy of the document of authorization from the State
15 of Tennessee is attached to that Application as Exhibit B.

1 7. Q. Please describe the services Broadvox-CLEC intends to provide within the State of
2 Tennessee.

3 A. Broadvox-CLEC expects to offer a full array of local exchange services to both
4 business and residential customers, including the following:

5 Interexchange (switched and dedicated services):

- 6 A. 1+ and 101XXXX outbound dialing;
7 B. 800/888 toll-free inbound dialing;
8 C. Calling cards; and
9 D. Data Services.
10
11

12 Local Exchange:

- 13 A. Local Exchange Services for business and residence customers that will
14 enable customers to originate and terminate local calls in the local calling area
15 served by other LECs, including local dial tone and custom calling features.
16 B. Switched local exchange services, including basic service, trunks, carrier
17 access, and any other switched local services that currently exist or will exist in the
18 future.
19 C. Non-switched local services (e.g., private line) that currently exist or will
20 exist in the future.
21 D. Centrex and/or Centrex-like services that currently exist or will exist in the
22 future.
23 E. Digital subscriber line, ISDN, and other high capacity services.

24 In addition to the services listed above, Broadvox-CLEC, through interconnection
25 with other carriers, will offer dual-party relay services, 9-1-1 Emergency Services,
26 directory assistance and operator assisted calls, lifeline, and toll-free calling.

1 8. Q. How does Broadvox-CLEC intend to provide service in the State of Tennessee?

2 A. Broadvox-CLEC will initially resell services and provide service using unbundled
3 network elements utilizing the facilities of the existing LECs or other competitive
4 carriers that presently serve Tennessee. Broadvox-CLEC has no plans at this time
5 to install facilities to provide local exchange services in Tennessee.

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9. Q. Does Broadvox-CLEC have authorization to provide intrastate telecommunications services in any other state?

A. Yes. Applicant is currently authorized to provide interexchange service in Arkansas, Florida, Idaho and Texas. Applicant is authorized to provide Interexchange and Local Exchange Service in Colorado, Indiana, Iowa, Kentucky, Michigan, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, Rhode Island, Vermont, Washington and Wisconsin. Applicant is in the process of obtaining such authorizations to provide services throughout the United States. No such applications have been denied.

10. Q. Has Broadvox-CLEC ever had an application for a certificate of public convenience and necessity denied?

A. No.

11. Q. Does Broadvox-CLEC intend to file a tariff with the Commission?
- A. Yes. Broadvox-CLEC has filed proposed tariffs with its application.
12. Q. Is Applicant is willing and able to adhere to all applicable TRA policies, rules and orders?
- A. Yes. Applicant is willing and able to adhere to all applicable TRA policies, rules and orders. In addition, Broadvox-CLEC at all times will provide interstate services in compliance with all FCC rules and regulations. Broadvox-CLEC will at all times provide and market services in accordance with current Commission policies and will attempt to comply with the terms of that order in every respect possible.

13. Q. Has Broadvox-CLEC provided any intrastate telecommunications services within the State of Tennessee?
- A. No it has not.
14. Q. What rates will Broadvox-CLEC charge upon receipt of certification?
- A. Broadvox-CLEC will charge the tariffed rates approved by the Commission.
15. Q. How will Broadvox-CLEC market services in Tennessee?
- A. Broadvox-CLEC intends to market its services via direct sales by Broadvox-CLEC's employees.

III. Managerial, Technical and Financial Qualifications

16. Q. Does Broadvox-CLEC have sufficient managerial, technical, and financial resources and ability to provide the telecommunications services proposed in its Application?
- A. Yes. Broadvox-CLEC has sufficient technical, financial, and managerial resources and ability to provide the telecommunications services for which authority is sought herein. Broadvox-CLEC's personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience.
- My qualifications and experience, as well as members of Broadvox-CLEC's current management team, are discussed on Exhibit D which is attached to our Application in support of Applicant's managerial and technical ability to provide the services for which authority is sought herein.

17. Q. How does Broadvox-CLEC handle customer service requests?

A. Applicant's customer service department may be contacted nationwide via a local or toll-free number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and applicable local or toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will automatically forwarded to an answering service for messaging and paging.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due.

If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for final determination.

18. Q. Please describe the financial condition of Broadvox-CLEC.

A. In support of Broadvox-CLEC's financial ability to provide the services sought herein, a copy of Broadvox-CLEC's Broadvox, Inc. & Subsidiaries Consolidated Financial Statements for the years ended December 31, 2006 and December 31, 2007 and December 31, 2008, was submitted as Exhibit C to its Application.

IV. Public Interest

19. Q. How will residents of Tennessee benefit from Broadvox-CLEC's services and presence in Tennessee?

The Commission's grant of this certificate is in the public interest because residential and business consumers of telecommunications services within Broadvox-CLEC's service territory will receive increased choice, improved quality of service, and heightened opportunities to obtain improved technology in the homes and businesses. Market incentives for new and old telecommunications providers in Tennessee will be improved greatly through an increase in the diversity of suppliers and competition within the local exchange telecommunications market.

Consistent with the Commission's intent to aid in the development of a competitive telecommunications environment in Tennessee, the granting of a certificate of authority to provide local exchange and interexchange service will offer increased efficiency to the State's telecommunications infrastructure through greater reliability of services and an increase in competitive choices.

20. Q. Does this conclude your testimony?

A. Yes. I would like to thank the Commission for this opportunity to provide information relevant to Broadvox-CLEC's Application and am ready to provide any additional information that the Commission may need in making its decision.

VERIFICATION OF APPLICANT

I, Alex Gertsburg, Corporate Secretary of The Broadvox Holding Company, LLC, Member of Broadvox-CLEC, LLC, a Delaware Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: _____

Alex Gertsburg
Corporate Secretary

Sworn to me, the undersigned
Notary Public on this
13th day of February 2009.

State of Ohio
County of Cuyahoga

Alecia Monroe
Notary Public

ALECIA MONROE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 5, 2011

EXHIBIT "I"
NUMBERING ISSUES & TENNESSEE SPECIFIC OPERATION ISSUES

Numbering Issues

1. Applicant's expected demand for NXXs within a year of approval of our application is 60 to 80 NXXs per NPA.
2. Applicant estimates it will request 60 NXXs from NANPA when we establish our service footprint.
3. We expect to establish our initial service footprint in the 615 and 931 NPAs within 6 months of certification.
4. The company will sequentially assign numbers within NXXs if it is required by Commission rules and regulations. In other jurisdictions customer requirements have dictated the non-sequential assignment of telephone numbers.
5. The company will follow NANPA guidelines and Commission regulations and assign numbers accordingly.
6. When ordering NXXs for growth, we follow the forecasting guidelines set by NANPA and the state regulatory body. In the California jurisdiction we currently apply a 6 or 12 month forecast, depending on the jeopardy situation in a given NXX.

Tennessee Specific Operation Issues

1. Our current billing system will allow us to bill the calling plan in compliance with TCA Section 65-21-114.
2. At this time, the company is not aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.
3. The company initially intends to provide service in Nashville, Memphis, Knoxville and Chattanooga.. It is the Company's usual practice to mirror the calling pattern on the incumbent LEC, therefore this is how the company will provide metro area toll-free calling around Memphis, Nashville, Knoxville & Chattanooga.

4. At this time, the company is not aware of the MAC database maintained by BellSouth and the procedures to enter your telephone number on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.
5. Employee responsible to work with the TRA on resolving customer complaints:
Regulatory contact: Alex Gertsburg
(216) 373-4623

Customer Service contact: Eugene Blumin
(877) 884-6597
6. The company intends to use telesales by its own employees. The company is aware of the telemarketing statutes and limitations found in TCA Section 65-4-401 and Chapter 1220-4-11 and will make every effort to comply with these regulations.

EXHIBIT "J"
BOND

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 3-953-367

WHEREAS, Broadvox-CLEC, LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Ohio Casualty Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

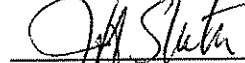
This bond shall become effective on the 17th day of May, 2009 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Broadvox-CLEC, LLC
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

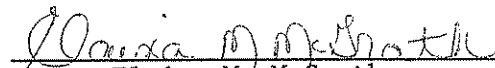


Name: _____
Title: President

SURETY

Ohio Casualty Insurance Company
Name of Surety
1550 Old West Henderson Rd.
Columbus OH 43220
Address of Surety

SIGNATURE OF SURETY AGENT



Name: Elaine M. McGrath
Title: Attorney in Fact

Address of Surety Agent:
Britton-Gallagher & Associates, Inc.
6240 SOM Center Rd.
Solon, OH 44139

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Ohio
COUNTY OF Cuyahoga

Before me, a Notary Public of the State and County aforesaid, personally appeared Jeff Slater
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of Broadvox-CLEC, LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 20th day of May, 2009.

My Commission Expires:

January 5, 2011

ALECIA MONROE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 5, 2011

Alecia Monroe
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF Ohio
COUNTY OF Cuyahoga

Before me, a Notary Public of the State and County aforesaid, personally appeared Elaina M. McGrath
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of Ohio Casualty Insurance Company, the within named Surety, a corporation licensed to do business in the
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so,
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 17th day of May, 2009.

My Commission Expires:

02/08/2014, 2009

Kathie J. Pizon
Notary Public



Kathie J. Pizon
Notary Public
State of Ohio
My commission expires: 02/08/2014

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 41-222

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Elaina M. McGrath, David J. Black or Mary Ann Copley of Cleveland, Ohio** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **THIRTY MILLION (\$30,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **16th day of June, 2008**.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **16th day of June, 2008** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof.

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **17th day of May, 2009**.



Mark E. Schmidt

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT “K”
PROPOSED TARIFFS

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

INTRASTATE INTEREXCHANGE SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Broadvox-CLEC, LLC ("Broadvox-CLEC"), with principal offices at 1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: June 5, 2009

Effective: July 5, 2009

By:

Alex Gertsburg
Corporate Secretary of The Broadvox Holding Company, LLC, Member
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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CHECK SHEET

The Sheets 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>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original	32	Original
14	Original	33	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* New or Revised Sheet

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the call so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or Broadvox-CLEC - Used throughout this tariff to mean Broadvox-CLEC, LLC, a Delaware Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission (FCC) or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. See Section 4.5.

2.15 Reconnection Charge

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
(877) 884-6597

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charges conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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3.5.9 Operator Verification/Interruption Service

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "O" operator.

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SECTION 4 - RATES**4.1 1+ Dialing**

Mileage	DAY		EVENING		NIGHT/ WEEKEND	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
10	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
16	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
22	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
30	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
40	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
55	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
70 +	0.2100	0.2100	0.1470	0.1470	0.0987	0.0987

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.25 per minute

A \$0.80 per call service charge applies.
Billed in one minute increments

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4.3 Toll Free

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards**Program**

A	\$.015 Per Telecom Unit
B	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
H	\$.049 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.059 Per Telecom Unit
K	\$.06 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit

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Y	\$.33 Per Telecom Unit
Z	\$.35 Per Telecom Unit
AA	\$.39 Per Telecom Unit
BB	\$.40 Per Telecom Unit
CC	\$.50 Per Telecom Unit
DD	\$.005 Per Telecom Unit
EE	\$.01 Per Telecom Unit
FF	\$.07 Per Telecom Unit

A \$0.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

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4.5 Returned Check Charge

\$20.00

4.6 Directory Assistance

\$0.59

4.7 Station Charges

The following charges are in addition to the MTS rates in Section 4.1, preceding.

	Charge per Call
Calling Card	0.80
Operator Assisted Station-to-Station	2.25
Person-to-Person	4.90
Operator Verification ¹	1.50
Interrupt Service ²	3.00

¹ A charge applies each time the operator verifies a called line and hears voice communication.

² A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

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4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

- * To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$0.90 per call will be added to any completed intrastate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.10 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
BROADVOX-CLEC, LLC
WITHIN THE STATE OF TENNESSEE**

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Effective: July 5, 2009

Issued by: Alex Gertsburg, Corporate Secretary of The Broadvox Holding Company, LLC, Member

Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original	76	Original	101	Original
2	Original	27	Original	52	Original	77	Original	102	Original
3	Original	28	Original	53	Original	78	Original	103	Original
4	Original	29	Original	54	Original	79	Original		
5	Original	30	Original	55	Original	80	Original		
6	Original	31	Original	56	Original	81	Original		
7	Original	32	Original	57	Original	82	Original		
8	Original	33	Original	58	Original	83	Original		
9	Original	34	Original	59	Original	84	Original		
10	Original	35	Original	60	Original	85	Original		
11	Original	36	Original	61	Original	86	Original		
12	Original	37	Original	62	Original	87	Original		
13	Original	38	Original	63	Original	88	Original		
14	Original	39	Original	64	Original	89	Original		
15	Original	40	Original	65	Original	90	Original		
16	Original	41	Original	66	Original	91	Original		
17	Original	42	Original	67	Original	92	Original		
18	Original	43	Original	68	Original	93	Original		
19	Original	44	Original	69	Original	94	Original		
20	Original	45	Original	70	Original	95	Original		
21	Original	46	Original	71	Original	96	Original		
22	Original	47	Original	72	Original	97	Original		
23	Original	48	Original	73	Original	98	Original		
24	Original	49	Original	74	Original	99	Original		
25	Original	50	Original	75	Original	100	Original		

EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Broadvox-CLEC, LLC, to customers within the state of Tennessee.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Tennessee Regulatory Authority.

Company or Carrier - Broadvox-CLEC, LLC, unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the PBX operator.

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

Dual Tone Multi-Frequency (or "DTMF") - The tones employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a special telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

Telephone Company - Used throughout this tariff to mean Broadvox-CLEC, LLC, unless clearly indicated otherwise by the text.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company. Customers desiring to terminate a service with any other telephone company in order to subscribe to the company service may incur termination charges.
- (G) To Company will work with other telephone companies to secure needed cable changes.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) 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 or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine 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, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company 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, 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.
- (B) 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 by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. 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.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Regulatory Authority's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
- (F) 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 Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at a time agreeable for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized to provide local exchange service; (b) originate and terminate within a local calling area.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) If required by the Regulatory Authority, simple annual interest will be added to the cash deposit amount collected. Deposits will receive an annual simple interest rate of 4%. Interest will be paid until the cash deposit is credited to the Customer's account or is refunded by the Company.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Code Annotated, are subject to state and local sales taxes at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a subscriber's telephone number or account in Tennessee.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Tennessee Regulatory Authority
460 Robertson Parkway
Nashville, Tennessee 37243-0505
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges in Section 4. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will comply with the Federal Bankruptcy Law.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly. The Customers will be required to acknowledge the fees.

2.6.7 Bad Check Charge

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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.
- (B) 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.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) 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.
- (D) 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.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service, (Continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) except where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Lifeline Program

2.9.1 General

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Tennessee Regulatory Authority and are as set forth in this tariff.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in Tennessee is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

2.9.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in Section 2.9.3 following.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
- (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Lifeline Program (Cont'd)

2.9.2 Regulations (Cont'd)

(A) General (Cont'd)

establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

(6) The Federal Universal Service Charge will not be billed to Lifeline customers.

(7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls in accordance with Section 2.5. Access to toll service may be denied for non-payment of regulated tolls.

(8) At no time shall a customer's Lifeline rate go below zero.

2.9.3. Eligibility

(A) Customers are eligible if they participate in at least one of the following programs:
Medicaid, Food stamps, Federal Public Housing, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's free lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority (TRA) for Lifeline eligibility certification.

(B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

2.9.4. Certification

(A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Tennessee Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Lifeline Program (Cont'd)

2.9.4. Certification (Cont'd)

- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

2.9.5. General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges in Section 3 are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance in Section 5 may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge in Section 3 is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit
 - (1) Federal credit

Monthly Credit

All programs, one per Lifeline service \$10.00

- (2) Company credit

All programs, one per Lifeline service \$ 3.50

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.10 Link-Up

2.10.1 General

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Tennessee Regulatory Authority and are as set forth in this tariff.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

2.10.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.10 Link-Up (Cont'd)

2.10.2 Regulations (Cont'd)

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth in Section 2.9.3.A.
- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company within 30 days of application for service. The Link-Up credit will not be established until proof of eligibility has been received by the Company.
- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

2.10.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

- 2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. 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.
- 2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in AT&T's Tennessee General Local Exchange Service Tariff.

3.3 Reserved for Future Use

SECTION 4.0 - SERVICE CHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$41.50	\$58.50
Each Additional Line	\$18.00	\$31.00
Line Change Charge		
First Line	\$28.00	\$47.00
Each Additional Line	\$15.00	\$15.00
Record Order Charge	\$9.95	\$24.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$28.00	\$28.00
Each Additional 15 minute increment	\$11.00	\$11.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$15.00	\$35.00

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated to provide local service:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies set forth below having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth below are offered at no charge to Customers:

Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Compute the difference between the "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	Monday - Friday	Saturday	Sunday
8:00 a.m. to 5:00 p.m.*	Daytime Rate Period		Evening Rate Period
5:00 p.m. to 11:00 p.m.*	Evening Rate Period		
11:00 p.m. to 8:00 a.m.*	Night/Weekend Rate Period		

*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.5 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

5.9 Reserved for Future Use

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.10 Reserved for Future Use

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Flexible Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) **Flexible Call Forwarding Plus:** Provides all of the functionality of Flexible Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Flexible Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Flexible Call Forwarding is active.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (D) **Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Flexible Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (I) **Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (M) **Call Waiting – Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

- (N) **Call Waiting – Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

- (O) **Caller ID – Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
 - Calls to 800 Service numbers
 - Calls to 900 Service numbers
 - Calls preceded by an interexchange carrier access code
 - International Direct Distance Dialed calls
 - Calls to Directory Assistance
 - Calls to 911

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (AA) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (AB) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), 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 at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.14 Miscellaneous Services

5.14.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.14.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

SECTION 6.0 - RESERVED FOR FUTURE USE

Issued: June 5, 2009

Effective: July 5, 2009

Issued by: Alex Gertsburg, Corporate Secretary of The Broadvox Holding Company, LLC, Member

Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Tennessee Regulatory Authority. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of local exchange services, in whole or in part, prior to the effective date hereof.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)

7.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges do not include Touch-tone Service. The rates and charges below apply to service provided on a month-to-month basis.

AT&T Area RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$7.78	\$5.46	\$4.50
Rate Class 2	\$8.74	\$6.13	\$4.50
Rate Class 3	\$9.32	\$6.54	\$4.50
Rate Class 4	\$12.21	\$8.55	\$5.50
Rate Class 5	\$12.52	\$8.75	\$5.50
Rate Class 1C	\$10.61	\$7.41	N/A
Rate Class 2B	\$9.27	\$6.49	N/A
Rate Class 2C	\$10.25	\$7.16	N/A
Rate Class 2D	\$9.32	\$6.54	N/A
Rate Class 3B	\$9.63	\$6.74	N/A

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.2 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

AT&T Area		
	First Minute	Add'l Minute
Day Period	\$0.040	\$0.020
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.2 Usage Sensitive Charges and Allowances, (Continued)

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

AT&T Area

BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.3 Non-Recurring Charges

Other than those set forth below, non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

AT&T Area	
First Line	\$41.50
Each Additional Line	\$18.00

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges do not include Touchtone Service. The rates and charges below apply to service provided on a month-to-month basis.

AT&T Area

RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$27.05	\$18.95	\$24.50
Rate Class 2	\$30.80	\$21.55	\$24.50
Rate Class 3	\$32.75	\$22.95	\$24.50
Rate Class 4	\$39.05	\$27.35	\$27.50
Rate Class 5	\$39.70	\$27.80	\$27.50
Rate Class 1C	\$29.80	\$20.85	N/A
Rate Class 2B	\$32.70	\$22.90	N/A
Rate Class 2C	\$31.75	\$22.25	N/A
Rate Class 2D	\$32.75	\$22.95	N/A
Rate Class 3B	\$33.75	\$23.65	N/A

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.2 Other Monthly Recurring Charges

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Class	Hunting Per Line
Rate Class 1	\$20.29
Rate Class 2	\$23.10
Rate Class 3	\$24.56
Rate Class 4	\$29.29
Rate Class 5	\$16.90
Rate Class 1C	\$22.35
Rate Class 2B	\$24.53
Rate Class 2C	\$23.81
Rate Class 2D	\$22.35
Rate Class 3B	\$25.31

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

AT&T Area		
	First Minute	Add'l Minute
Day Period	\$0.04	\$0.02
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

AT&T Area		
BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.4 Non-Recurring Charges

Other than those set forth below, non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

AT&T Area	
First Line	\$58.50
Each Additional Line	\$31.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.5 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3). Rates are in Section 7.3.1.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

AT&T Area RATE CLASS	SERVICE TYPE		
	Flat Rate	RegionServ	Measured Rate
Class 1	\$27.05	\$24.50	\$20.29
Class 2	\$30.80	\$24.50	\$23.10
Class 3	\$32.75	\$24.50	\$24.56
Class 4	\$39.05	\$27.50	\$29.29
Class 5	\$39.70	\$27.50	\$29.78
Class 1C	\$29.80	N/A	\$22.35
Class 2B	\$32.70	N/A	\$24.53
Class 2C	\$31.75	N/A	\$23.81
Class 2D	\$32.75	N/A	\$22.35
Class 3B	\$33.75	N/A	\$25.31

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1 st Block of 20 DID Numbers	\$480.00	\$4.80
Each Additional Block of 20 DID Numbers	\$0.00	\$4.80
DID Trunk Termination: Per Inward Only Trunk	\$50.00	\$35.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$10.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.7 Reserved For Future Use

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.90	\$0.90
Call Return	\$0.90	\$0.90
Repeat Dialing	\$0.90	\$0.90
Busy Connect	\$0.90	\$0.90

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding Variable	\$5.50	\$5.50
Call Forwarding Variable with Remote Access	\$6.00	\$10.00
Call Forwarding Don't Answer - Basic	\$1.00	\$4.50
Call Forwarding Don't Answer w/Ring Control	\$1.00	\$5.00
Call Forwarding Don't Answer Multipath	\$2.00	\$5.00
Call Forwarding Busy Line - Basic	\$1.00	\$4.50
Call Forwarding Busy Line Multipath	\$2.00	\$5.00
Call Forwarding Variable Multipath	\$3.00	\$5.00
Call Waiting - Basic	\$5.50	\$7.00
Caller ID - Basic	\$8.00	\$11.00
Caller ID - Deluxe with ACR	\$9.00	\$11.00
Caller ID - Deluxe without ACR	\$9.00	\$11.00
Caller ID - Enhanced with ACR & Call Manage	N/A	\$18.00
Caller ID - Enhanced with all features	N/A	\$18.00
Caller ID - Deluxe without ACR	N/A	\$11.00
Anonymous Call Rejection	\$3.00	\$3.50
Call Block	\$4.00	\$5.50
Call Return	\$5.00	\$6.50
Call Selector	\$4.00	\$5.50
Call Tracing	\$4.00	\$7.00
Distinctive Ring - Two Numbers	\$7.00	\$12.00
Distinctive Ring - One Number	\$5.00	\$10.00
Repeat Dialing	\$4.00	\$6.00
Speed Calling (30 codes)	\$4.50	\$6.50
Speed Calling (8 codes)	\$4.00	\$6.00
Three Way Calling	\$5.50	\$6.00
Touch Tone (per line)	\$0.60	\$3.00

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

SECTION 8.0 – DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings

(A) Names

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(B) Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.12 above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings, (Continued)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)
Night calls (telephone number)
Night calls after ____PM (telephone number)
Nights, Sundays and holidays (telephone number)
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Cont'd.)

8.1.4 Free Listings

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

8.1.5 Rates for Additional Listings - Business Customers

The following monthly rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	\$1.20	\$2.10
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$1.80	\$2.10
- First Line	\$1.80	\$2.10
Additional Listing	\$1.20	\$2.10
Foreign Listing	\$1.20	\$2.10
Dual Name Listing - Non Recurring		
	\$5.50	\$5.50

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.2 Non-Published Service

8.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, not does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

8.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charge does not apply is the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month	\$4.00
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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.3 Non-Listed Service

8.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service charge, per month: \$1.30

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.4 Directory Assistance Services

8.4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	\$0.59
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SECTION 9.0 - ADVANCED SERVICES

9.1 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.1 ISDN PRI Service with Unlimited Local Calling (Continued)

Non-Recurring Charges

		12 Months	Non-Recurring Charge 24 Months	36 Months
AT&T Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹		Per PRI		
AT&T		ICB		
Order Supplement Charge ²		First Change	Subsequent	
AT&T		ICB	Change	
Order Cancellation		Per PRI		
Charge ^{Error! Bookmark not defined.}				
AT&T		ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.2 Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.2 Digital DS-1 PBX Service with Unlimited Local Calling (Continued)

Non-Recurring Charges

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
AT&T Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹		Per DS1		
	AT&T	ICB		
Order Supplement Charge ²		First Change	Subsequent	
	AT&T	ICB	Change	
			ICB	
Order Cancellation Charge ^{Error!}		Per DS1		
Bookmark not defined.				
	AT&T	ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)

ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service
(Continued)

ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.5 ISDN BRI Service

ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ¹
ISDN Basic Exchange Digital Line, each	ICB
ISDN Basic Exchange Circuit Switched Voice	ICB
ISDN Basic Exchange Circuit Switched Data, each	ICB
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each	ICB

¹ These ISDN BRI rates are a supplement to individual Message Rate Service.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.6 Digital Centrex Service

Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology. Customers must dial 9 to reach lines outside their Centrex Service.

Monthly Recurring Charges

<u>Contract Length</u>	<u>Monthly Recurring Charge</u>
12 months	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

SECTION 10.0 - LOCAL EXCHANGE AREAS

10.1 Exchange Areas

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Adams-Cdr.Hl.	5	Arlington	5	Ashland City	5	Athens	2
Bean Station	4	Bells	1	Bent Creek	4	Benton	3
BethelSprings	1	Big Sandy	2C	Blanche	2	Bolivar	1
Brownsville	1	Bulls Gap	3B	Camden	1	Carthage	1
Cedar Grove	1C	Centerville	1	Charleston	4	Charlotte	5
Chattanooga	4	Chestnut Hill	14	Clarksville	3	Cleveland	4
Clinton	4	Collierville	5	Columbia	2	Copper Basin	1
Covington	5	Cross Plains	5	Culleoka	2	Cumberld. City	1
Cumberld. Gap	2	Cunningham	3	Dandridge	4	Dayton	4
Decatur	4	Dickson	5	Dover	1	Dyer	2
Dyersburg	2	Eagleview	5	East Sango	5	Elkton	1
Etowah	2	Fairview	5	Fayetteville	1	Flintville	1
Franklin	5	Fredonia	3	Gallatin	5	Gatlinburg	4
Georgetown	4	Gibson	2	Gleason	1	Goodlettsville	5
GrandJunction	1	Greenback	4	Greenbrier	5	Greenfield	1
Halls	1	Hampshire	2	Harriman	4	Hartsville	1
Henderson	1	Hendersonvl.	5	Henning	1	Hohenwald	1
Hornbeak	1	Humboldt	2	Huntington	1	Huntland	1
Jackson	3	Jasper	4	JeffersonCity	4	Jellico	3
Kenton	2	Kingston	4	Kingston Spgs.	5	Knoxville	4
LaFollette	2	LaGrange	5	Lake City	4	Lawrenceburg	2
Lebanon	5	Lenoir City	4	Lewisburg	1	Lexington	1
Loudon	4	Lyles	2B	Lynchburg	1	Lynnville	1
Madisonville	1	Manchester	2	Maryville	4	Mascot	4
Maynardville	4	McEwen	1	McKenzie	1	Medina	2
Memphis*	5	Middleton	1	Milan	2	Morristown	2
Moscow	5	Mt. Pleasant	2	Murfreesboro	5	Nashville	5
Newbern	2	Newport	1	Normandy	2	Norris	4
N.Spring Hill	5	Oak Ridge	4	Old Hickory	5	OliverSprings	4
Palmyra	3	Paris	2	Petersburg	1	Pleasant View	5
Portland	5	Pulaski	1	Ridgely	1	Ripley	1
Rockwood	4	Rogersville	1	Sango	3	Santa Fe	2
Savannah	1	Selmer	1	Sevierville	4	Sewanee	1
Shelbyville	1	Smyrna	5	Sneedville	1	Soddy-Daisy	4
Solway	4	Somerville	5	S. Cunningham	5	S. Fredonia	5
S. Pittsburg	4	Spencer Mill	5	Spring City	4	Springfield	5
Spring Hill	2	Summertown	2D	Surgoinsville	1	Sweetwater	1
Tiptonville	1	Trenton	2	Triune	5	Troy	1
Tullahoma	2	Union City	1	Vanleer	5	Wartrace	1
Watertown	5	Waverly	1	W. Sweetwater	4	W. Whiteville	5
White Bluff	5	White House	5	White Pine	4	Whiteville	1
Whitwell	4	Williamsport	2	Winchester	1		

SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer MAY select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA and interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA and interLATA toll calls to the carrier of choice for each call.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA and interLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA and interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 – PROMOTIONAL OFFERINGS

12.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.

Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

12.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).

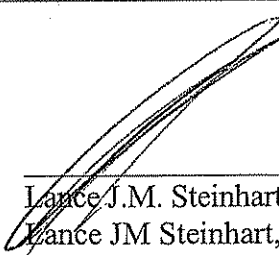
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached APPLICATION OF BROADVOX-CLEC, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY was served upon the following parties of record by depositing a copy of same in the United States Mail, First Class, Postage Prepaid, to their last known address as follows:

<u>Ardmore Telephone Company, Inc.</u> P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449 (205) 423-2131 (205) 423-2208 (Fax)	<u>BellSouth</u> 333 Commerce Street Nashville, TN 37201-3300 (615) 214-3800 (615) 214-8820 (Fax)	<u>Century Telephone of Adamsville</u> P.O. Box 405 116 N. Oak Street Adamsville, TN 38310 (901) 632-3311 (901) 632-0232 (Fax)
<u>Century Telephone of Claiborne</u> P.O. Box 100 507 Main Street New Tazewell, TN 37825 (423) 626-4242 (423) 626-5224 (Fax)	<u>Century Telephone of Ooltewah-Collegedale, Inc.</u> P.O. Box 782 5616 Main Street Ooltewah, TN 37363 (423) 238-4102 (423) 238-5699 (Fax)	<u>Citizens Communications Company of Tennessee</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701
<u>Citizens Communications Company Of The Volunteer State</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701	<u>Loretto Telephone Company, Inc.</u> P.O. Box 130 Loretto, TN 38469 (931) 853-4351 (931) 853-4329 (Fax)	<u>Millington Telephone Company, Inc.</u> 4880 Navy Road Millington, TN 38053 (901) 872-3311 (901) 873-0022 (Fax)

<p><u>Sprint-United</u></p> <p>112 Sixth Street Bristol, TN 37620 (423) 968-8161 (423) 968-3148 (Fax)</p>	<p><u>TDS Telecom-Concord Telephone Exchange, Inc.</u></p> <p>P.O. Box 22610 701 Concord Road Knoxville, TN 37933-0610 (423) 966-5828 (423) 966-9000 (Fax)</p>	<p><u>TDS Telecom-Humphreys County Telephone Company</u></p> <p>P.O. Box 552 203 Long Street New Johnsonville, TN 37134-0552 (931) 535-2200 (931) 535-3309 (Fax)</p>
<p><u>TDS Telecom-Tellico Telephone Company, Inc.</u></p> <p>P.O. Box 9 102 Spence Street Tellico Plains, TN 37385-0009 (423) 671-4600</p>	<p><u>TDS Telecom-Tennessee Telephone Company</u></p> <p>11505 Kingston Pike Knoxville, TN 37922 (865) 671-2100 (865) 966-9000 (Fax)</p>	<p><u>TEC-Crockett Telephone Company, Inc.</u></p> <p>P.O. Box 7 Friendship, TN 38034 (901) 677-8181</p>
<p><u>TEC-People's Telephone Company, Inc.</u></p> <p>P.O. Box 310 Erin, TN 37061 (931) 289-4221 (931) 289-4220 (Fax)</p>	<p><u>TEC-West Tennessee Telephone Company, Inc.</u></p> <p>P.O. Box 10 244 E. Main Street Bradford, TN 38316 (901) 742-2211 (901) 742-2212 (Fax)</p>	<p><u>United Telephone Company</u></p> <p>P.O. Box 38 120 Taylor Street Chapel Hill, TN 37034 (931) 364-2289 (931) 364-7202 (Fax)</p>

This the 4th day of June, 2009.


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