



RECEIVED
2011 DEC 27 PM 12:26
T.R.A. DOCKET ROOM

December 22, 2011
Via Overnight

Ms. Sharla Dillon, Dockets & Records Manager
Utilities Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

11-00211

RE: Initial Application of RevTel, LLC For A Certificate To Provide Facilities-Based Competing Local Exchange Telecommunications Services On A Facilities And Resold Basis And Long Distance Service On A Resold Basis

Dear Ms. Dillon:

Enclosed please find the original and thirteen (13) copies of the initial application of RevTel, LLC for a Certificate to Provide Facilities-Based Competing Local Exchange Telecommunications Services on a Facilities and Resold Basis and Long Distance Service on a Resold Basis. Also enclosed is the \$25.00 filing fee.

The Company's financials are being filed as confidential under separate cover.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "CW", followed by a long, horizontal, wavy line that extends to the right.

Connie Wightman

Enclosure
CW/lw

cc: David N. Snyder - RevTel, LLC
Service List
file: RevTel - TN Local
RevTel - TN IXC
RevTel - TN Access
TMS: TNa1101

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF REVTEL, LLC. FOR A)
CERTIFICATE TO PROVIDE COMPETING LOCAL)
EXCHANGE TELECOMMUNICATIONS SERVICES)
ON A FACILITIES AND RESOLD BASIS AND)
LONG DISTANCE SERVICE ON A RESOLD BASIS)
THROUGHOUT THE STATE OF TENNESSEE)

TRA Docket No. _____

**APPLICATION OF
REVTEL, LLC.
FOR A CERTIFICATE TO PROVIDE FACILITIES-BASED COMPETING LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES ON A FACILITIES AND RESOLD
BASIS AND LONG DISTANCE SERVICE ON A RESOLD BASIS**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), RevTel, LLC. ("RevTel" or "Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant it authority to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the State of Tennessee. Applicant intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009. RevTel is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, RevTel, LLC. submits the following:

I. Administrative Requirements

1. The full name and corporate address of the Applicant is:

RevTel, LLC.

2. Questions regarding this application should be directed to:

Connie Wightman, Consultant
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Phone: (407) 740-3002
Facsimile: (407) 740-0613
E-Mail: cwightman@tminc.com

3. Contact name and address at the Applicant is:

David N. Snyder
RevTel, LLC.
278 First Avenue
Dayton, TN 37321
Telephone: (423) 775-7700
Facsimile: (423) 570-1008
Toll-Free: (800) 214-7497
Email: davids@volstate.net

4. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**.

5. Corporate Principal Officers (names and address):

The names and address of the Applicant's corporate officers are listed in **Exhibit B** of this Application.

6. Principal Officers in Tennessee (names and address if different from corporate):

The Applicants officers are David N. Snyder, CEO and Donna G. Snyder, Vice President. Both officers are located at the company's offices in Dayton, Tennessee.

7. Copy of Articles of Incorporation:

RevTel, LLC. was incorporated in the state of Tennessee on April 8, 2011. A copy of RevTel's Articles of Organization are provided in **Exhibit C**.

8. Copy of license to do business in the state of Tennessee.

See **Exhibit C**.

II. Managerial Requirements

RevTel has the managerial expertise to provide the proposed services within the state of Tennessee. Although RevTel proposes to resell the services of its underlying carriers (AT&T, Charter and CenturyLink), RevTel's management team has experience in the start up and management of a successful Internet Service Provider, VOLstate.net. Outside expertise will be obtained as needed on a 1099 basis from VOLstate and from outside consultants with special expertise. VOLstate.net is an Internet Service Provider started in 1996 and in operation in Tennessee. The management team currently is employed by and owns 100% of the shares of VOLstate.net. It is anticipated that the first customer of RevTel LLC will be VOLstate.net. **Exhibit D** contains biographies of the management team of RevTel.

III. Technical Requirements

Proposed network data:

1. Geographic area coverage

RevTel intends to offer service initially in Dayton, Tennessee, with plans to expand into Cleveland, Athens and Chattanooga, Tennessee.

2. The Applicant intends to offer data services for the purposes of delivering VDSL and SHDSL over copper loops. When it offers a **switched** voice grade service, it will offer the services listed in TRA 1220-4-8-.04(3)(b), including (1) access to 911 and E911 emergency service; (2) white page directory listings and directory assistance; (3) consumer access to and support for the Tennessee Relay Center in the same manner as the incumbent local exchange telephone companies; (4) free blocking service for 900/976 pay per call services in accordance with TRA policy; (5) Lifeline and Link-up services to qualifying citizens of the state; (6) educational discounts in existence as of June 6, 1995.

3. The Applicant will rely on its underlying carriers for network facilities, but also has significant technical expertise within the Applicant's organization. (see **Exhibit D** for biographies of senior management.)

4. There will be no special CPE requirements for the Applicant's services that would not be compatible with an incumbent carrier.

5. Repair and Maintenance:

- a. Applicant is responsible for all customer inquiries and complaints. The telephone number for customer inquiries and complaints is provided by RevTel on the customer bill. Customer service is available seven days a week, twenty-four hours a day.
- b. The Applicant's toll free telephone number for customer inquiries, complaints and repair is **(800) 214-7497**.
- c. Customers may contact the company in writing at the headquarters address indicated below.

Donna G. Snyder
RevTel, LLC.
278 First Avenue
Dayton, TN 37321
Telephone: (423) 775-7700
Facsimile: (423) 570-1008
Toll-Free: **(800) 214-7497**
Email: **support@volstate.net**

- d. Name and address of Tennessee contact person responsible for and knowledgeable about provider operations:

David N. Snyder
RevTel, LLC.
278 First Avenue
Dayton, TN 37321
Telephone: (423) 775-7700
Facsimile: (423) 570-1008
Toll-Free: (800) 214-7497
Email: **davids@volstate.net**

IV. Financial Requirements

- 1. Estimated cost of network, switches, and unbundled network elements (UNEs):

RevTel is not proposing at this time to deploy switches, but will utilize network and switching provided by AT&T – Tennessee. Network elements and facilities used for interconnection will be provisioned according to the interconnection agreement between AT&T-Tennessee and RevTel, LLC. Projected requirements for interconnection and fiber deployment are provided in the **Exhibit E2**.

2. Most recent audited financial statements

The Applicant is a startup company and does not have audited financials as there has not yet been any regular business activity. It is providing its most recent financial statements as **Exhibit E1**.

3. Projected financial statements (3 years)

Exhibit E2 contains the financial projections for RevTel's Tennessee operations.

4. Capital Expenditures Budget (3 years)

See Page 12 of Exhibit E2 for capital expenditures. The bulk of the long-term assets are associated with fiber deployment. Additional costs of Tennessee operations will consist of leasing unbundled elements, additional administrative and sales overhead.

5. Bond Requirement

Upon grant of this Application, RevTel proposes to post a bond and will file the bond under separate cover. **See Exhibit L**

V. Small and Minority-Owned Telecommunications Business Participation Plan.

See **Exhibit F**.

VI. TRA Rules for Local Telecommunications Providers:

Applicant has served notice of this application to the incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. Please see **Exhibit G**.

VII. Toll Dialing Parity Plan for Applicant's Provision of Voice Grade Service:

See **Exhibit H**.

VIII. Numbering Issues:

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

None.

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

None.

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

The Applicant intends to offer service in territory currently served by AT&T-Tennessee and will begin operations as soon as the interconnection agreement is executed.

4. Will the company sequentially assign telephone numbers within NXXs?

Not Applicable.

5. What measures does the company intend to take to conserve Tennessee numbering resources?

Not Applicable.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Not Applicable.

IX. Tennessee Specific Operational Issues:

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Initially, RevTel plans to mirror or offer the calling areas of AT&T-Tennessee for its local service offerings. To the extent that AT&T-Tennessee provides countywide toll-free calling, RevTel will as well.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T-Tennessee and the procedures to enter your telephone numbers on the database?

Yes, the Applicant is aware of the database and the procedures involved.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes. The Applicant is aware of all local calling areas provided by the Incumbent Local Exchange Carriers within Tennessee.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

The Applicant will mirror the local calling areas of the ILEC.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA in resolving customer complaints.

Donna G. Snyder
Telephone: (423) 775-7700
Facsimile: (423) 570-1008
Toll-Free: (800) 214-7497
Email: davids@volstate.net

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 et seq. and Chapter 1220-4-11?

At this time, the Applicant does not intend to telemarket its services in Tennessee. If it ultimately decides to use telemarketing in the future, it will comply with all applicable Tennessee statutes and rules.

X. Miscellaneous

1. Pre-filed testimony:

The Applicant has submitted pre-filed testimony with its Application – **See Exhibit J.**

2. Tariffs

Applicant intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009, and does not plan to file local or toll tariffs at this time.

Included as **Exhibit K** is the Applicant's illustrative access tariff.

3. Identify all states where certified as a telecommunications provider and the status of states certification is pending.

RevTel, LLC. is not operating and has no current or pending certifications in any other state. **See Exhibit I.**

4. Applicant's involvement in any mergers or acquisitions.

RevTel is not involved in any mergers or acquisitions.

5. Customer Deposits

RevTel does not currently plan to require customer deposits.

6. Complaint History

RevTel has not received any complaints filed with state or federal regulatory agencies.

7. Service Area

RevTel seeks authority to offer its interexchange toll services throughout the state of

currently served by AT&T-Tennessee which are designated open to competition. Initially, the Applicant's plan calls for offering competitive local services to customers in Dayton. Service will be expanded eventually to include Cleveland, Athens, Knoxville and Chattanooga. The Applicant does not have plans to offer service in areas served by an incumbent local exchange telephone company with fewer than 100,000 total access lines.

XI. Public Interest

Grant of RevTel's Application to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the state of Tennessee is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

RevTel's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Tennessee. Enhanced competition in telecommunications services likely will further stimulate economic development in Tennessee. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

XII. Statement of Compliance:

RevTel agrees to abide by TCA §65-4-201 and all applicable state statutes and all applicable Orders, Rules and Regulations entered and adopted by the Tennessee Regulatory Authority.

WHEREFORE, RevTel, LLC. respectfully requests that the Commission enter an Order granting RevTel's Application for a Certificate to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the state of Tennessee.

Respectfully submitted this 6 day of December, 2011.

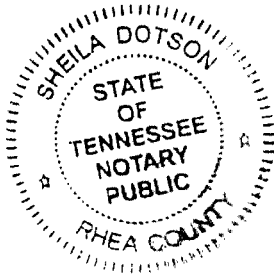


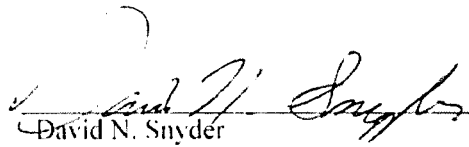
David N. Snyder, CEO
RevTel, LLC

VERIFICATION

STATE OF TENNESSEE)
) : ss
COUNTY OF RHEA)

I, David N. Snyder, hereby declare under penalty of perjury, that I am Chief Operating Officer of RevTel, LLC, the Petitioner in this proceeding; that I am authorized to make this verification on behalf of RevTel, LLC.; that I have read the foregoing Petition and exhibits; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.

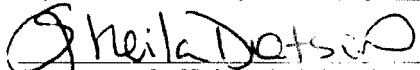




David N. Snyder
Chief Executive Officer
RevTel, LLC.

Sworn and subscribed before me this 6 day of Dec, 2011.

My Commission expires 10-21-2015



Signature of official administering oath

REVTEL, LLC.

List of Exhibits

Exhibit A	Corporate Structure
Exhibit B	List of Officers
Exhibit C	Articles of Organization and Tennessee Secretary of State Authority
Exhibit D	Resumes of Key Management
Exhibit E1	Current Financial Statements
Exhibit E2	Projected Financial Statements
Exhibit F	Small and Minority-Owned Telecommunications Business Participation Plan
Exhibit G	Notice of Application
Exhibit H	Toll Dialing Parity Plan
Exhibit I	Certification Status
Exhibit J	Prefiled Testimony
Exhibit K	Switched Access Services Tariff
Exhibit L	Bond

REVTEL, LLC.

Exhibit A

Corporate Structure

RevTel, LLC. is a Tennessee limited liability corporation formed under the laws of the State of Tennessee on April 8, 2011. RevTel does not have any affiliates.

RevTel LLC

David Snyder
CEO

Donna Snyder
VP



FILED 4

State of Tennessee



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

**ARTICLES OF ORGANIZATION
(LIMITED LIABILITY COMPANY)**

(For use on or after 7/1/2006)

For Office Use Only

**RECEIVED
STATE OF TENNESSEE**

2011 APR -8 PM 12:10

**TRE HARGETT
SECRETARY OF STATE**

6076.1527

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: _____

RevTel, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

David Snyder

(Name)

278 First Avenue, Dayton, Tennessee 37321

(Street address)

(City)

(State/Zip Code)

Rhea

(County)

3. The Limited Liability Company will be: (NOTE: PLEASE MARK APPLICABLE BOX)

☐ Member Managed

☒ Manager Managed

☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Date: _____, _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:

278 First Avenue, Dayton, Tennessee, Rhea 37321

(Street Address)

(City)

(State/County/Zip Code)

7. Period of Duration if not perpetual: perpetual

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

4/6/2011

Signature Date

Signature

Organizer

Signer's Capacity (if other than individual capacity)

Vania Akda, Legalzoom.com, Inc.

Name (printed or typed)



**STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242**

REVEL, LLC

**278 1ST AVE
DAYTON**

TN 37321-1245

**Secretary of State #: 0655463
Franchise, Excise Acct #: 321217116**

Dear Taxpayer:

We would like to welcome you as a Tennessee business.

Based on information received from the Office of the Secretary of State, the Tennessee Department of Revenue has established an active Franchise and Excise Tax (F&E) account for your business. Information concerning the franchise and excise tax and your filing requirements are available on our web site at www.Tennessee.gov/revenue.

Because the Secretary of State does not include all the information required for the Franchise and Excise Tax registration, we ask that you complete an application for the Department of Revenue. You may file an application online from our Web site, or you may print an application to complete and mail to the Tennessee Department of Revenue, 500 Deaderick Street, Nashville, TN 37242.

You may also have an obligation to register your business for collection of the Tennessee Sales or Use Tax. If your business will be involved in manufacturing, distributing, selling, renting, or leasing tangible personal property, or providing taxable services, you must hold a Certificate of Registration in order to conduct business in Tennessee. The Sales and Use tax registration may be included with your Franchise and Excise Tax registration.

In addition to registration for the Franchise and Excise Tax and/or Sales and Use Tax, as applicable, every person engaging in business in Tennessee must contact the office of the county clerk in the county where the business will be domiciled, in the case of taxes owed to the county, and/or the municipal clerk in the county and city where the business will be domiciled to register for the appropriate business tax licenses.

If you have any questions, please contact the Tennessee Department of Revenue at 1-800-397-8395; for Nashville and out-of-state taxpayers (615) 253-0700. You may contact the department by e-mail at tn.revenue@state.tn.us or you may visit our website for additional information concerning all Tennessee taxes.

Sincerely,

Taxpayer and Vehicle Services Division

REVTEL, LLC.

Exhibit D

Resumes of Key Management

RevTel, LLC Resumes of Key Managers

David Snyder – Owner, Chief Executive Officer, Chief Technical Officer

David's responsibilities include the strategic and technical direction of the company.

Starting in 1996, David founded VOLstate.net as a local Internet Service Provider. Since its inception, David has added many other services and grown the company into a thriving, technological innovator servicing hundreds of small business customers that rely on VOLstate for VoIP hosted PBX voice services, data services, email services, online data backup services, and technology management services.

David has guided the company through all phases of technological change, from starting with dial up Internet service, to ISDN service, to PTP T1 service, DS3 service, Metro Ethernet service as well as the applications that utilize these services such as data backup, email, filtered email, VPNs, and VoIP services. David's extensive career at VOLstate has given him hands-on and in depth experience with managing a growing and diverse network that spans hundreds of routers, thousands of end users, and hundreds of hosted PBX phones. VOLstate owns and operates its entire network and technology offerings with the exception of the copper and fiber loops that are leased from other carriers. David's fifteen years of experience with these services gives him a vast base of knowledge of the network technology involved in running a CLEC.

David holds the CISSP (Certified Information Services Security Professional) certification and also holds a degree in Business Administration from Bryan College.

Donna Snyder – Co-owner, Vice President

Donna Snyder has worked along David at VOLstate.net since it was founded in 1996. Donna also has a vast amount of experience generated from working the “back office” systems. Donna serves as the Vice President and Project Manager at VOLstate. She oversees the deployment of new customer turn ups and coordinates the details surrounding these complicated procedures. She is also responsible for customer service and manages a staff of three employees at VOLstate.

Donna will draw on her vast experience at VOLstate to fulfill a similar role at RevTel, LLC, where she will oversee the “back office” operations – billing, compliance, and day-to-day function of the office.

From 1987 – 1990 Donna worked as a customer service representative at Suburban Manufacturing in Dayton, TN.

Donna attended Bryan College where she was an honor student and studied Psychology.

REVTEL, LLC.

Exhibit E1

Current Financial Statements

Financial statements are being filed as "Confidential" under separate cover.

REVTEL, LLC.

Exhibit E2

Projected Financial Statements

Projected Financial statements are being filed as "Confidential" under separate cover.

REVTEL, LLC.

Exhibit F

Small and Minority-Owned Telecommunications Business Participation Plan

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

III. ADMINISTRATION

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

David N. Snyder
RevTel, LLC.
278 First Avenue
Dayton, TN 37321
Telephone: (423) 775-7700
Facsimile: (423) 570-1008
Toll-Free: (800) 214-7497
Email: davids@volstate.net

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 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 §65-5-112.
- (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 cooperating 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.

III. ADMINISTRATION

- (8) Providing information and educational activities to persons within RevTel 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

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

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

RevTel, LLC.

By:



David N. Snyder
Chief Executive Officer

Dated: December 6, 2011.

REVTEL, LLC.

Exhibit G

Notice of Application

CERTIFICATE OF SERVICE

8/15/2011

TRA List Of ILEC Providers

ILEC

<u>ID</u>	<u>Company Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
21	Ardmore Telephone Company	237 N. 8th Street	Mayfield	KY	42068-0000
1	BellSouth Telecommunications, Inc.	333 Commerce Street	Nashville	TN	37201-3300
14	CenturyTel of Adamsville	611 Commerce Stree Suite 2605	Nashville	TN	37203-0000
15	CenturyTel of Claiborne	611 Commerce Street Suite 2605	Nashville	TN	37203-0000
17	CenturyTel of Ooltewah-Collegedale	611 Commerce Street Suite 2605	Nashville	TN	37203-0000
13	Concord Telephone Exchange, Inc.	PO Box 22995	Knoxville	TN	37933-0995
16	Crockett Telephone Company	Attention Lisa Wigington PO Box 24207	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street	Bluefield	WV	24701-3020
20	Frontier Communications Of The Volunteer State	300 Bland Street	Bluefield	Wv	24701-0770
22	Humphreys County Telephone Company	P. O. Box 22995	Knoxville	TN	37933-0995
23	Loretto Telephone Company	P. O. Box 130	Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	4880 Navy Road	Millington	TN	38053-0000
18	Peoples Telephone Company	Attention Lisa Wigington PO Box 24207	Jackson	MS	39225-0000
12	Tellco Telephone Company	PO Box 22995	Knoxville	TN	37933-0995
11	Tennessee Telephone Company	PO Box 22995	Knoxville	TN	37933-0995
25	United Telephone Company, Inc.	P. O. Box 38	Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	611 Commerce Street Suite 2605	Nashville	TN	37203-0000
19	West Tennessee Telephone Co.	Attention Lisa Wigington PO Box 24207	Jackson	MS	39225-0000

REVTEL, LLC.

Exhibit H

Toll Dialing Parity Plan

REVTEL, LLC.

IntraLATA Toll Dialing Parity Plan For Tennessee

1. Purpose

In compliance with FCC Order 96-333, RevTel, LLC. ("RevTel") hereby files its plan for implementing IntraLATA Toll Dialing Parity. 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.

RevTel will be following their established guidelines and procedures for implementation of intraLATA Parity of toll calls.

2. Implementation Date and Areas of Availability

Upon commencement of service, RevTel will offer 2-PIC service in Tennessee.

For services provided via an RevTel switch, all switched lines will offer 2-PIC capability.

3. Method of Selection Process and costs

RevTel will follow the 2-PIC methodology established by AT&T. With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

Existing Customers

RevTel has no existing customers in Tennessee. RevTel proposes to provide intraLATA equal access as a feature of the company's Tennessee local exchange service upon launch of that service. Therefore, no notification to existing Customers is required. Existing customers have a 90-day grace period to make a free intraLATA presubscription selection. No charge applies to carrier changes made within this time limit.

New Customers

Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. The list of intraLATA toll carriers, including RevTel, will be presented in a competitively neutral manner to new customers who do not make a positive choice for an intraLATA carrier. Customers who do not choose a carrier for intraLATA toll calls will be identified as a "no-PIC" and will have to dial an access code to make intraLATA calls. New customers will have 30 days from the date they order local exchange service to make their free selection. No charge applies to PIC selections made within this time limit. After the time limit expires, the tariffed rate for PIC changes will apply.

4. Customer Notifications

Customers will be advised the opportunity to choose an intraLATA toll carrier separate from their interLATA carrier at the time they place an order initiating service. They will also be advised that they may choose a carrier other than their local exchange carrier and that a list of available intraLATA toll carriers is available upon request from customer service. RevTel also believes that promotional material by other carriers will make customers aware of the choices available to them.

Cost Recovery

RevTel does not anticipate any charges from AT&T to implement their Parity Plan and therefore, will not be assessing the customer any additional charges.

Miscellaneous Items

Slamming - RevTel will be subject to rules relating to slamming as indicated in Tennessee Regulatory Authority Rule 1220-4-2-.56, Sections (2) B (19) and 1220-4-2.58, Sections (1)-(16).

Nondiscriminatory Access

RevTel will provide nondiscriminatory access for their customers, including any Resellers, as it relates to access of telephone numbers; operator assistance; directory assistance; and directory listings.

Rules B

RevTel will fully comply with all rules and regulations set forth by the FCC and the TRA.

RevTel has no applicable rules.

LATA Associations

Area	LATA	
Tennessee	Chattanooga	472
	Knoxville	474

REVTEL, LLC.

Exhibit I

Certification Status

RevTel has no current or pending certifications in other states.

REVTEL, LLC.

Exhibit J

Prefiled Testimony of Mr. David N. Snyder, Chief Executive Officer for RevTel.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In re: Application of)	
RevTel, LLC, For a Certificate to Provide Competing)	TRA Docket No. _____
Local Exchange Telecommunications Services)	
on a Facilities And Resold Basis And)	
Long Distance Service on a Resold Basis)	
Throughout the State Of Tennessee)	

TESTIMONY OF DAVID N. SNYDER

ON BEHALF OF

REVTEL, LLC

1 I, David N. Snyder, do hereby testify as follows in support of the Application of RevTel, LLC
2 ("RevTel") for a Certificate of Convenience and Necessity as a competing telecommunications services
3 provider to provide facilities-based local exchange telecommunications services, including exchange
4 access telecommunications services, resold local exchange telecommunications services, and resold long
5 distance services within the State of Tennessee.
6

7 **Q. Please state your name and business address.**

8 A. My name is David N. Snyder. My business address is 278 First Avenue, Dayton, TN 37321.
9

10 **Q. By whom are you employed and in what capacity?**

11 A. I am employed by RevTel, LLC, and hold the position of Chief Executive Officer. I am currently
12 responsible for all aspects of RevTel's start up operations.
13

14 **Q. Please give a brief description of your background and experience.**

15 A. Starting in 1996, I founded VOLstate.net as a local Internet Service Provider. Since its inception,
16 we have added many other services and grown the company into a thriving, technological innovator
17 servicing hundreds of small business customers that rely on VOLstate for VoIP hosted PBX voice
18 services, data services, email services, online data backup services, and technology management
19 services. I have been responsible for virtually all aspects of telecommunications network and
20 operational management, including revenue assurance, performance measurement, bill audits,
21 network optimization, engineering and installation of collocations, and others.
22

23 **Q. What is the purpose of your testimony?**

24 A. The purpose of my testimony is to present evidence describing the technical, managerial and
25 financial fitness of RevTel, LLC to provide facilities-based local exchange telecommunications
26 services, including exchange access telecommunications services, resold local exchange
27 telecommunications services, and resold long distance services within the State of Tennessee. This
28 testimony will also describe the services proposed by RevTel, LLC. Finally, the purpose of my
29 testimony is to show that the public interest will be served by approval of the application of RevTel,
30 LLC for a certificate of public convenience and necessity to provide facilities-based service.

1 **Q. Has RevTel registered to do business in Tennessee?**

2 **A. Yes. RevTel, LLC. was incorporated in the state of Tennessee on April 8, 2011, and is authorized**
3 **by the Tennessee Secretary of State to transact business in the State of Tennessee. A copy of**
4 **RevTel's Articles of Organization are provided in Exhibit C.**

5
6 **Q. Has RevTel previously obtained authority in Tennessee?**

7 **A. No.**

8
9 **Q. Please describe the services RevTel proposes to offer.**

10 **A. RevTel intends to offer data services for the purposes of delivering VDSL and SHDSL over copper**
11 **loops. When it offers a switched voice grade service, it will offer the services listed in TRA**
12 **1220-4-8-.04(3)(b), including (1) access to 911 and E911 emergency service; (2) white page**
13 **directory listings and directory assistance; (3) consumer access to and support for the Tennessee**
14 **Relay Center in the same manner as the incumbent local exchange telephone companies; (4) free**
15 **blocking service for 900/976 pay per call services in accordance with TRA policy; (5) Lifeline and**
16 **Link-up services to qualifying citizens of the state; (6) educational discounts in existence as of June**
17 **6, 1995. Initially, RevTel plans to mirror or offer the calling areas of AT&T-Tennessee for its local**
18 **service offerings. To the extent that AT&T-Tennessee provides countywide toll-free calling,**
19 **RevTel will as well.**

20
21 **Q. How will RevTel bill for its services?**

22 **A. RevTel will bill customers directly.**

23
24 **Q. How are trouble reports, billing errors and complaints handled?**

25 **A. Once it initiates operations, RevTel's toll free customer service telephone number will be available**
26 **with live operator response during the hours of 8AM EST to 5PM EST. All afterhours and overflow**
27 **will be handled by third-party providers of similar service to other carriers. The Company's toll**
28 **free telephone number for customer inquiries, complaints and repair is (800) 214-7497. Customers**
29 **may also contact the company in writing at the headquarters address indicated below.**

1
2 **Q. Where is RevTel currently certificated?**

3 A. Applicant is a start-up company, and is not certified in any state.
4

5 **Q. Describe RevTel's financial ability to operate as a local service provider.**

6 A. RevTel, LLC is a start-up company and has not yet initiated operations in any state. As indicated in
7 the financial statements attached as Exhibit E1 to the Application, the Applicant has sufficient
8 capital to finance the start-up period of operations until sufficient cash flow can be generated to
9 support ongoing operations.
10

11 **Q. Does RevTel have the managerial and technical qualifications to provide local service in
12 Tennessee?**

13 A. Yes. RevTel has a strong management team. Biographies of key executives and technical
14 personnel have been included with the Company's application.
15

16 **Q. Where in Tennessee does RevTel intend to offer its services?**

17 A. RevTel intends to offer service initially in Dayton, Tennessee, with plans to expand into Cleveland,
18 Athens, Knoxville and Chattanooga, Tennessee.
19

20 **Q. How will Tennessee consumers benefit from RevTel's services?**

21 A. Certification of RevTel, LLC will serve the public interest and offer several benefits to local
22 telecommunication customers in Tennessee. Experience with competition in other
23 telecommunications markets demonstrates the benefits that competition can bring to consumers.
24 RevTel's proposed services will provide multiple public benefits by increasing the competitive
25 choices available to users in Tennessee. Enhanced competition in telecommunications services
26 likely will further stimulate economic development in Tennessee. In addition, increased
27 competition will create incentives for all carriers to offer lower prices, more innovative services,
28 and more responsive customer service.

1 **Q. Why is RevTel seeking facilities-based authority in Tennessee? Will RevTel use any public**
2 **rights-of-way?**

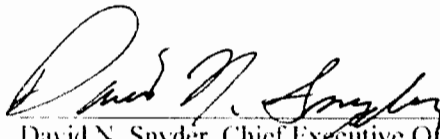
3 **A. RevTel plans to purchase unbundled network elements (UNE) and interconnection arrangements**
4 **from AT&T and therefore requires facilities-based authority. RevTel also has plans to deploy fiber**
5 **in the Dayton area, for which it will require access to public rights-of-way in the next two quarters.**
6 **RevTel requests the Commission's consent to use public rights-of-way pursuant to applicable laws**
7 **for this and possible future installations in surrounding communities.**

8
9 **Q. Does this conclude your testimony?**

10 **A. Yes.**

1
2
3
4 VERIFICATION
5

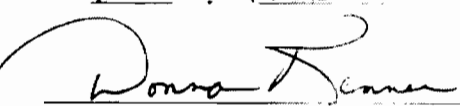
6 I, David N. Snyder, first being duly sworn upon oath, depose and say that I am the Chief Executive Officer
7 of RevTel, LLC, that I have read the above and foregoing prefiled testimony by me subscribed and know
8 the contents thereof; that said contents are true in substance and in fact, except to those matters stated upon
9 information and belief, and as to those, I believe same to be true.
10

11
12
13
14
15 
16 David N. Snyder, Chief Executive Officer
17 RevTel, LLC
18

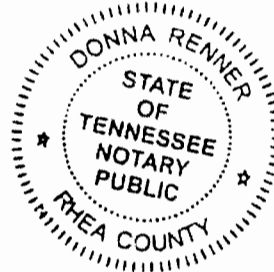
19 State of Tennessee
20

21 County of Rhea
22
23
24

25 Subscribed and sworn to before me
26
27 this 16th day of Dec, 2011.
28

29 
30
31 Notary Public
32

33 My Commission expires: 10-21-2015



REVTEL, LLC.

Exhibit K

RevTel intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

Included with this Exhibit is the Company's switched access services tariff.

RevTel, LLC
David N. Snyder
278 First Avenue
Dayton, TN 37321

TN Access Tariff No. 1
Original Title Page

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

TITLE PAGE

ACCESS SERVICES TARIFF

OF

RevTel, LLC

This tariff, filed with the Tennessee Regulatory Authority, contains the rates, terms and conditions applicable to the provision of Customer services provided by RevTel, LLC within the State of Tennessee.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*			
8	Original	*	34	Original	*			
9	Original	*	35	Original	*			
10	Original	*	36	Original	*			
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

* - indicates those pages included with this filing

RevTel, LLC
David N. Snyder
278 First Avenue Dayton, TN 37321
Dayton, TN 37321

TN Access Tariff No. 1
Original Page 2

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
SUBJECT INDEX	3
EXPLANATION OF SYMBOLS	4
TARIFF FORMAT	5
SECTION 1 - ABBREVIATIONS AND DEFINITIONS	6
SECTION 2 - TERMS AND CONDITIONS	15
SECTION 3 - SWITCHED ACCESS SERVICE	39
SECTION 4 - RATES AND CHARGES	53
SECTION 5 - CUSTOMER SPECIFIC CONTRACTS	58

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SUBJECT INDEX

	<u>Page</u>
Abbreviations and Definitions	6
Assignment or Transfer of Service	16
Billing and Payments	23
Cancellation of Application for Service	21
Claims and Disputes	26
Customer Specific Contracts	58
Discontinuance and Restoration of Service	19
Explanation of Symbols	4
Interconnection	29
Inspection, Testing and Adjustment	28
Jurisdictional Reporting	34
Liability of the Company	30
Liability of the Customer	31
Limitation on Service	15
Minimum Period	21
Obligations of the Customer	37
Payment of Deposits	27
Rate Categories	46
Rates and Charges	53
Switched Access Service	39
Tariff Format	5
Taxes and Surcharges	33
Term Agreements	22
Undertaking of the Company	15
Use of Service	16

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

EXPLANATION OF SYMBOLS

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

- (C) - To signify a change in regulation
- (D) - To signify discontinued rate or 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
- (T) - To signify a change in text but no change in rate or regulation

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page 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 pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering and Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address.

Answer supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Call - A Customer attempt for which the complete address code is provided to the called end office.

Carrier or Common Carrier - Provider of telecommunications services for hire. See also Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Central Office - A local company switching system where the station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

Common Channel Signaling (CCS) - A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in the local exchange carrier's central offices.

Commission - The Tennessee Regulatory Authority.

Company - RevTel, LLC, the issuer of this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase access services as described herein. Similarly the selection by a Company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Customer - Any person, firm, corporation or other entity which orders or obtains service under this tariff and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - The physical location associated with the Customer's communication system.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal level 1 (DS1) - A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal Level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Duplex Service - Service which provides for simultaneous transmission in both directions.

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to or uses intrastate service provided by a Carrier.

Entry Switch - The first point of switching.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

FCC – Federal Communications Commission.

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Hub - The Company office where Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Interstate - For purposes of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA (Local Access and Transport Area) - A geographic 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 for the provision and administration of communications services.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff (s) in which an end user may complete a call without incurring toll usage charges.

Local Switching Center - The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Message - A message is a Call as defined above.

Network - Those telecommunication facilities operated by the Company, and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

On-Hook - The idle condition of switched access or a telephone exchange service line.

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

Out of Band Signaling - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as described in Part 68 of the Federal Communications Commission's Rules & Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

Presubscription - An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing toll calls. The selected IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility 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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

RevTel, LLC
David N. Snyder
278 First Avenue
Dayton, TN 37321

TN Access Tariff No. 1
Original Page 13

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

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

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point of Interface - The Customer-designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7) - The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access - See Dedicated Access.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 1 - ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to an end user or Customer premises.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth herein and in other relevant Company Tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff shall not be liable for errors in transmission or for failure to establish connections.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Assignment or Transfer of Service

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 At the expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. 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, including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, and/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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken and characterized by one or more of the following:

- 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. involving abnormal costs;
- F. on an expedited basis;
- G. on a temporary basis until permanent facilities are available; or
- H. in advance of its normal construction.

Special construction charges for Access Service will be determined as described in this section.

2.4.10 Ownership of Facilities

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

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.5 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.5.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

2.6.1 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.6.2 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.

2.7 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

RevTel, LLC
David N. Snyder
278 First Avenue
Dayton, TN 37321

TN Access Tariff No. 1
Original Page 22

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.9 Billing and Payments

2.9.1 All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

- A. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company may assess charges for provisioning of additional copies of bills. See Section 4 for applicable rates and charges.
- C. The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section 4 for applicable rates and charges.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.9 Billing and Payments, (Cont'd.)

2.9.1 (Cont'd.)

- D. Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- E. A charge of \$25.00 (twenty-five dollars) or the current allowable amount, will be assessed for any check or other form of payment returned by the drawee 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 financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.9 Billing and Payments, (Cont'd.)

- 2.9.2 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges: Nonrecurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).
 - 1. Installation of Service: Nonrecurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation and may be submitted online at <http://www.revtel.net> or by telephone at 1-800-214-7497. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.9.

2.10.3 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Payment of Deposits

- 2.11.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.
- 2.11.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.11.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.11.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.11.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Inspection, Testing and Adjustment

2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.13 Interconnection

- 2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.
- 2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the terms and conditions of the other common carrier's tariff(s).
- 2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may require the use of protective equipment at the Customer's expense. If this action fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Liability of the Company

- 2.14.1 The liability of the Company , or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Customer

2.15.1 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, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Customer, (Cont'd.)

2.15.3 Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Taxes and Surcharges

2.16.1 Taxes, Fees and Surcharges

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; Telecommunications Relay Services (TRS); and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer’s invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

Taxes and surcharges assessed on bundled services are based upon a model configuration of the product elements. Details are available upon Customer request.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer’s expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney’s fees.

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Jurisdictional Reporting

2.17.1 Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (originating toll free and terminating traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), the Company may derive an aggregated factor.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Jurisdictional Reporting, (Cont'd.)

2.17.2 IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating Intralata Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

2.17.3 Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past 3 months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Jurisdictional Reporting, (Cont'd.)

2.17.4 Jurisdictional Reports Verification

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the appropriate jurisdiction can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factor was incorrect, the Company shall apply the audit results to jurisdictionalize the usage, as applicable, affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.18 Obligations of the Customer

2.18.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.18.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.18.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.18 Obligations of the Customer, (Cont'd.)

2.18.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.18.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.18.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises in the LATA where it is provided. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals

Access Service is provided with one of the following Service Date intervals:

Standard Interval

Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (i.e., if additional engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

Any increase in the number of Access Service lines, Trunks, Access transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

A. Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

B. Design Change Charge

The Customer may request a Design Change to the service order. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4 are in addition to a Service Date Change Charges that may apply.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4 Rates.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic, 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access.

3.2.2 Local Switching

The Local Switching rate category establishes the charges related to the use of local office switching equipment, the terminations in the local end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the use of common trunk port, the use of Signaling Transfer Point (STP), and the SS7 signaling function between the end office and the STP.

Where local end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. The rate components may include:

Transport - Termination
Transport - Facility
Interconnection Charge

The Company will work cooperatively with the Customer in determining 1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and 2) the directionality of the service.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.3 Transport, (Cont'd.)

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable.

3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

RevTel, LLC
David N. Snyder
278 First Avenue
Dayton, TN 37321

TN Access Tariff No. 1
Original Page 49

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd,)

3.2.6 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort can be used when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.7 Inward Operator Services

A. General

Where available, Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

B. Service Description

1. Busy Line Verification (BLV)

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (i.e., conversation in progress, available to receive a call or out of service) and report to the Customer's operator.

2. Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

C. Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.7 Inward Operator Services, (Cont'd.)

D. Undertaking of Company

In addition to the obligations of the Company, where available, set forth above, the following obligations apply only to the provision of Inward Operator Services:

1. The Company will provide BLV and BLVI for telephone numbers in its operating territory.
2. The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
3. The Company will designate which operator service switch serves which NXX's and make such information available to the Customer.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.8 Operator Pass-through Service

A. General

Operator Pass-through Service enables a Customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for a Customer who does not provide operator service, Operator Pass-through Service enables end user calls to be passed through to either a Customer designated Operator Service Provider or a Company provided recording. Operator Pass-through Service is only available in end offices equipped with Feature Group D.

B. Service Description

Operator Pass-through Service provides end users with access to the operators of the Customer for operator assisted call completion, when the Customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that Customer offers operator services in the end user's originating LATA and is capable of receiving calls passed to it by the Company in that LATA.

If the Customer does not provide operator services for end users, at the option of the Customer, the Company will provide end users with access to a Customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contact their Presubscribed Interexchange Carrier for dialing instructions. For Customers who opt to designate an Operator Services Provider, only one Operator Services Provider may be designated within a specified LATA.

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

Installation Charge (Per Trunk)

<u>Installation Charge (per channel)</u>	<u>Entrance Facility</u>	<u>Nonrecurring Charge</u>
2-wire		\$XXX.XX
each additional 2-wire		\$XXX.XX
4-wire		\$XXX.XX
each additional 4-wire		\$XXX.XX
first DS1		\$XXX.XX
each additional DS1		\$XXX.XX
first DS3		\$XXX.XX
each additional DS3		\$XXX.XX

4.1.2 Change Charges (per order)

<u>Charge per Occurrence</u>	<u>Nonrecurring Charge</u>
Service Date Change Charge	\$XXX.XX
Design Change Charge	\$XXX.XX
Expedited Order Charge	\$XXX.XX
Service Order Charge	\$XXX.XX
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$XXX.XX
Billing Account Number (BAN) Change	\$XXX.XX
Customer Circuit Identification (CKR) Change	\$XXX.XX

RevTel, LLC
David N. Snyder
278 First Avenue
Dayton, TN 37321

TN Access Tariff No. 1
Original Page 54

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.3 Cancellation Charges (per order)

Cancellation charge	\$XXX.XX
---------------------	----------

4.1.4 Direct Connect Charges:

<u>Entrance Facility</u>	<u>Monthly Recurring Charge</u>
2-wire	\$XXX.XX
4-wire	\$XXX.XX
per DS1	\$XXX.XX
per DS3	\$XXX.XX

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.5 Switching, Transport and Network Elements

<u>Rate Element</u>	<u>Access Rate Per Minute of Use</u>
Carrier Common Line (Originating)	\$0.XXXXXXX
Carrier Common Line (Terminating)	\$0.XXXXXXX
Local Switching (Originating)	\$0.XXXXXXX
Local Switching (Terminating)	\$0.XXXXXXX

4.1.6 Switching and Transport Elements

<u>Transport</u>	<u>Access Rate Per Minute of Use</u> <u>(Originating and Terminating)</u>
- Termination (each), per minute	\$0.XXXXXXX
- Facility, per minute per mile	\$0.XXXXXXX
Interconnection Charge	\$0.XXXXXXX
Tandem Switching, per minute	\$0.XXXXXXX

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.7 Direct-Trunked Transport

Refer to the Company's Private Line Tariff for full descriptions and rates associated with Dedicated Capacity Services.

4.1.8 Other Switched Access Charges

<u>Rate Element</u>	<u>Access Rate</u>
A. 8XX Data Base 8XX CIC or POTS Query - per Query	\$0.XXXXXXXX
B. LRN Query of Last Resort – per Query	\$0.XXXXXXXX
C. BNA (Billing Name & Address) per 10-digit ANI requested	\$0.XXXXXXXX
D. Media Options Charges Electronic Data Transfer (per record transferred) CD or Email, per record Invoice Provisioning	\$0.XXXXXXXX \$0.XXXXXXXX \$0.XXXXXXXX
E. Automatic Number Identification (ANI) Per ANI delivered	\$0.XXXXXXXX

Issue Date:

Effective Date:

ACCESS SERVICE TARIFF

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

The Company may provide any of the services offered under this Access Service Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this Access Service Tariff are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date.

REVTEL, LLC.

Exhibit L

Bond

The Applicant is in the process of obtaining a surety bond.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF REVTEL, LLC. FOR A)
CERTIFICATE TO PROVIDE COMPETING LOCAL)
EXCHANGE TELECOMMUNICATIONS SERVICES)
ON A FACILITIES AND RESOLD BASIS AND)
LONG DISTANCE SERVICE ON A RESOLD BASIS)
THROUGHOUT THE STATE OF TENNESSEE)

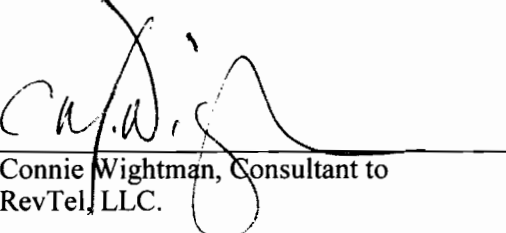
TRA Docket No. _____

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on August 12, 2011, RevTel, LLC. filed an Application for a Certificate of Public Convenience and Necessity to provide Competing Local Telecommunications Services.

This, 21ST day of Dec, 2011.



Connie Wightman, Consultant to
RevTel, LLC.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of RevTel, LLC. local application upon the enclosed listing of incumbent LECs operating in the state of Tennessee, by mailing such copy by first class mail, postage prepaid or equivalent service.

Shipping Department
Technologies Management, Inc.

This __ day of _____, 2011