

filed electronically in docket office on 01/27/12

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

RE:

Responses to Staffs Data Request in Docket No. 11-00211, 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 in the State of Tennessee.

Dear Ms. Dillon:

Enclosed please find the original and four (4) copies of RevTel, LLC responses to Staffs Data Request in Docket No. 11-00211. This filing has also been emailed to the TRA.

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,

Connie Wightman

Enclosure CW/lw

cc:

David N. Snyder - RevTel, LLC

Service List

file:

RevTel - TN Local

RevTel - TN IXC

RevTel - TN Access

TMS: TNI12101

January 27, 2012

Mr. David Foster Utilities Division Chief Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: Responses to Staffs Data Request in Docket No. 11-00211, 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 in the State of Tennessee.

Dear Mr. Foster

On behalf of RevTel, LLC we submit the following responses to your data request dated January 18, 2012.

1. A surety bond or letter of credit in accordance with Tenn. Code Ann. 65-4-125(j).

Response: The original bond was submitted under separate cover on January 26, 2012.

2. The application indicates that RevTel, LLC "intends to operate pursuant to market regulation, in accordance with Tenn. Code Ann 65-5-109." However, the company must become certified first, then a notice of intent to operate pursuant to market regulation can be submitted to the Tennessee Regulatory Authority. Please acknowledge the applicant's understanding of this process and its willingness to become certificated prior to filing a notice of intent to operate pursuant to the market regulation act.

Response: We are now clear about this process and the applicant understands and agrees that it must obtain certification prior to, rather than simultaneous with a request for market regulation.

3. An informational tariff detailing the rates, terms and conditions of RevTel, LLC for local and long distance service.

Response: An informational tariff is submitted for local and long distance services in Attachment B.

4. A sample bill.

Response: A sample bill is submitted in Attachment C.

5. What sources of funding are available now and for future use by RevTel, LLC? Provide proof of these sources of funding and the terms and conditions under which it will be provided by RevTel, LLC.

Response:

RevTel will be funded from the personal assets of the partners. The partners will provide RevTel with capital adequate to fund the LLC until it reaches a self-sustaining position. (See Attachment D (Redacted Sources of Funding)) - (nonredacted version filed under request for confidentiality)

The partners offer the following documents as evidence of this funding available.

- a. Bank Statements.
- b. Brokerage Statements.
- c. A letter signed by the partners indicating their willingness to invest personal capital into RevTel, LLC
- 6. What "Third Party Provider" will handle customer calls regarding trouble reports, billing errors, and complaints after hours, as is referenced in the pre-filed testimony.

Response:

VOLstate, Inc., which operates as an ISP in Tennessee and is intimately familiar with RevTel, LLC and will provide this service until such time that it is no longer practical to handle such after-hours call volume. It is anticipated that this will be at least 2 years before this arrangement is no longer practical. At that time excess call volume will be outsourced to a United States based call center that will have access to our trouble ticket and billing system.

7. Why are the Numbering Issues set forth in section VIII of the petition not applicable to RevTel, LLC?

Response:

RevTel will not be using any numbering resources during at least the first 2 years of operation. During this time RevTel will be concentrating on deploying colocation at the Dayton, TN Central Office for the purposes of providing xDSL services and will be building fiber facilities to key customer locations in Dayton.

The partners of RevTel, LLC also own an ISP that has been in operation in Dayton, TN for the last 15 years. That company, VOLstate, Inc. now sells and supports VoIP services and obtains numbering resources from a variety of sources, primarily a cooperating CLEC that operates in the local dialing area. RevTel does not plan to take over providing numbering resources to its VoIP affiliate until such time as it has sufficient economies of scale to become a cost effective alternative to the current competing providers of DID service to VOLstate, Inc.

The initial services contemplated by RevTel are primarily broadband and other private line services provided to VOLstate's customers. These services will not require numbering resources. RevTel also proposes to offer business lines to those customers who need or want an alternative wireline service for power failure back up or other purposes. These services will initially be provisioned using total service resale obtained from the ILEC pursuant to agreement with the ILEC.

8. Will there be any staff other than those provided as managers in Exhibit D to the petition? If so, detail their duties and responsibilities.

Response:

RevTel, LLC will contract with VOLstate, Inc. to use the personnel of VOLstate Inc in running the day-to-day operations of RevTel, LLC. To that end, the following personnel will be involved in the operation:

- 1. Adam Dyer: Adam is the Sr. Network Administrator and has been with the company for 2 years. Previously Adam was the Network Administrator for the "Chattanooga Group", a large enterprise business. Previous to that, Adam was the Network Administrator for Rhea County Schools. Adam holds the Cisco "CCNA" certification as well as the Microsoft "MCSE" certification.
- 2. Trent Snyder: Trent is the Jr. Network Administrator and has been with the company for 1 year. Trent is responsible for first line technical support issues and network monitoring of the VOLstate, Inc. data network. Trent will complete his college studies this May and will be awarded a Bachelor's degree in Business Finance from Bryan College in Dayton, TN.
- 3. Andrew Kervin: Andrew is a technician and is responsible for end user support. Andrew has been with the company for more than 10 years and offers the company an invaluable level of experience.
- 4. Travis Weldon: Travis is VOLstate, Inc's outside salesman. Travis is responsible for meeting with prospects and explaining the various services that VOLstate offers to its business customers.
- 9. The petition indicates the "Applicant intends to offer data services for the purposes of delivering VDSL and SHDSL over copper loops." Does RevTel, LLC intend to offer voice service to any business or residential customers and its it aware and willing to comply with TRA Rule 1220-4-9-.04(3)(b)?

Response:

RevTel intends to offer voice service to business customers. We will do so via an ICA and resale agreement with AT&T. RevTel does not plan to offer residential services. As part of an agreement RevTel may resell lifeline and linkup services if required, but would prefer to not add residential services at this time since the business model does not readily support it. The company is aware of and willing to comply with all applicable TRA rules.

ATTACHMENT A SERVICE PROVIDER'S SURETY BOND

(Submitted Under Separate Cover)

ATTACHMENT B INFORMATIONAL TARIFF DRAFT LOCAL SERVICES

RevTel, LLC David N. Snyder 278 First Avenue Dayton, TN 37321 TN Tariff No. 2 Original Page 1

Issue Date: January 27, 2012

LOCAL EXCHANGE SERVICE TARIFF

Effective Date:

Tariff Schedule Applicable to

Resold and Facilities-Based

Local Exchange Services

Furnished by

RevTel, LLC

Between Points Within the State of Tennessee

Issue Date: January 27, 2012 LOCAL EXCHANGE SERVICE TARIFF

Effective Date:

CHECK SHEET

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

Page	Revision		Page	Revision
1	Original	*	26	Original *
2	Original	*	27	Original *
3	Original	*	28	Original *
4	Original	*	29	Original *
5	Original	*	30	Original *
6	Original	*	31	Original *
7	Original	*	32	Original *
8	Original	*	33	Original *
9	Original	*	34	Original *
10	Original	*	35	Original *
11	Original	*	36	Original *
12	Original	*	37	Original *
13	Original	*		_
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^{* -} Indicates pages included with this filing

LOCAL EXCHANGE SERVICE TARIFF

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LOCAL EXCHANGE SERVICE TARIFF

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RESERVED FOR FUTURE USE

LOCAL EXCHANGE SERVICE TARIFF

TARIFF FORMAT

- A. <u>Page Numbering</u> Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14. 1.
- B. <u>Page Revision Numbers</u> Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Authority. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. <u>Paragraph Numbering Sequence</u> There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

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D. <u>Check Sheets</u> - When a tariff filing is made with the Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc, remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Authority.

LOCAL EXCHANGE SERVICE TARIFF

EXPLANATION OF SYMBOLS

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

LOCAL EXCHANGE SERVICE TARIFF

CONTACT INFORMATION

REVTEL, LLC 278 First Avenue Dayton, TN 37321

Phone: 800-214-7497 Fax: 423-570-1008

Customer Contact:

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

Customer Service:

800-214-7497

Commission Contact:

For complaints and Customer inquiries concerning rates.

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

Phone:

423-775-7700

Fax:

423-570-1008

Email:

davids@volstate.net

For matters concerning tariffs and regulatory affairs.

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

Phone:

423-775-7700

Fax:

423-570-1008

Email:

davids@volstate.net

LOCAL EXCHANGE SERVICE TARIFF

DEFINITIONS

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

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

Company - RevTel, LLC, unless otherwise indicated by the context.

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

Customer - any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, unless otherwise indicated by the context.

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

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

Hunting Service - an arrangement to search multiple lines of the same class of service and of the same Customer for a vacant line for each incoming call.

LOCAL EXCHANGE SERVICE TARIFF

DEFINITIONS, (CONT'D.)

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

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

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

RevTel - RevTel, LLC

Service - any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of TRA.

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

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

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

TRA - the Tennessee Regulatory Authority.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 1 - APPLICATION OF TARIFF

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

Issued in the U.S.A

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities based local exchange services provided by the Company to business/non-residential Customers in the State of Tennessee. Service is not offered to residential Customers at this time.

2.2 Obligations of the Customer

- 2.2.1 The Customer shall be responsible for:
 - A. The payment of all applicable charges pursuant to this tariff.
 - B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless -caused by the negligence or willful misconduct of the employees or agents of the Company.
 - C. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.2.1 (Cont'd.)

- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company,
- F. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.2 Obligations of the Customer, (Cont'd.)
 - 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - A. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
 - 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
 - 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.3 Liability of the Company

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.1 (Cont'd.)

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.1 (Cont'd.)

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

2.3.2 Limitation of Liability

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

2.3.3 Force Majeure

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service

2.4.1 Minimum Contract Period

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge, The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- B. Except as provided in 2.4.2.A, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.
- C. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

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

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

2.5.2 Payments are past due if not received by the Company by the Due Date, Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid, Customer agrees to pay all costs incurred by RevTel in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and ten (10) days notice shall be provided in order to terminate services hereunder for non-payment.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

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

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

Issued in the U.S.A

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits

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

The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions the deposit will be returned.

The Company may determine whether a Customer has established good credit with the Company, except as herein restricted:

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits, (Cont'd.)

2.6.1 (Cont'd.)

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

2.6.2 Return of Deposit

When a deposit is to be returned the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of 'the deposit to the Customer by check.

2.6.3 Interest on Deposits

Deposits held more than three months shall accrue interest at a rate of one percent (1%) per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses by direct payment, or as a credit on bills.

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Complaints and Billing Disputes

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a claim describing the disputed amount. The complaint may be communicated to the Company by telephone, letter, facsimile, email or in person. The Customer shall submit all documentation as may reasonably be required to support the claim, Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date, All disputes and claims for refunds must be submitted to RevTel within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. RevTel shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and RevTel's resolution of such a dispute is final subject to appeal by the Customer to the Authority pursuant to Section 2.7.2, below. Any portion of a disputed amount deemed payable by RevTel must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.7.2 Any unresolved dispute may be directed to the Tennessee Regulatory Authority, Consumer Services Division, 460 James Robertson Parkway, Nashville, TN 37243-0505 or by dialing 800-342-8359 x192 or 615-741-2904 x192. Customers may also contact the Authority by utilizing the online complaint form located on the Authority's website (http://state.tn.us/tra/consumer.htm), The Company shall reply within ten (10) working days after receipt of complaint forwarded by the Authority.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowance for Interruptions in Service

- 2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company: The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Taxes and Fees

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

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Disconnection and Termination of Service

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

2.12.1 Disconnection of Service Without Notice

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

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

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

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Disconnection and Termination of Service, (Cont'd.)

2.12.2 Disconnection of Service Requiring Notice

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

- A. For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;
- B. For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;
- C. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least ten (10) working days notice;
- D. Non-compliance with Regulations. For violation of or non-compliance with Authority's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Authority;
- E. Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Authority;

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.12 Disconnection and Termination of Service, (Cont'd.)
 - 2.12.2 Disconnection of Service Requiring Notice, (Cont'd.)
 - F. Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property;
 - G. Failure to meet the utility's deposit and credit requirements;
 - H. Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or right-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated;
 - I. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service; or
 - J. When the Customer is a public utility under the Authority's jurisdiction, the Company will concurrently serve a copy of the notice of discontinuance on the Authority.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Primary Interexchange Carrier (PIC) Selection

2.13.1 General

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed. The Company may require the Customer to select the Company as its interLATA and intraLATA long distance carrier in conjunction with certain services.

2.13.2 Options

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA or interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code (1010XXX) to route all intraLATA toll calls to the carrier of choice for each call. Requests for "no presubscribed carrier" and access via casual/1010XXX dialing must be made by the Customer of record in writing.

2.13.3 Primary Interexchange Carrier Change Charges

A. Application of Charges

After a Customer's initial selection of a toll carrier(s), for any change thereafter, a nonrecurring PIC Change Charge will apply.

B. Nonrecurring Charges

Per business line or trunk

\$5.00

LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 End User Anti-Slamming Measure

2.14.1 Verification of Orders for Telemarketing

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

- A. The PIC has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
 - 1. The Customer's billing name and address and each telephone number to be covered by the PIC change order;
 - 2. The decision to change the PIC; and
 - 3. The Customer's understanding of the PIC change fee; or
- B. The PIC has obtained the Customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.A preceding to confirm the authorization; or
- C. An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the Customer's date of birth or social security number).

LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 – INTRALATA / INTERLATA TOLL PRESUBSCRIPTION, (CONT'D.)

- 2.14 End User Anti-Slamming Measure, (Cont'd.)
 - 2.14.2 The Company will follow the Federal Communications Commission and the Authority's regulations regarding slamming, The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in Tennessee.
 - 2.14.3 The Customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change a PIC from the Customer.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES

3.1 Trial Services

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

3.2 Promotional Offerings

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

3.3 Individual Case Basis (ICB) Offerings

The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in it's the tariff on file with the Authority, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer. All Customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements (CPAs) Offerings

The Company may offer CPAs to eligible Customers. Each CPA is customized to meet the specific needs of a Customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a Customer.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Local Exchange Service

- 3.5.1 The Company's service provides the Customer the ability to connect to the Company's switching network which enables the Customer to:
 - 1. place or receive calls to any calling station in the local calling area, as defined herein;
 - 2. place or receive calls;
 - 3. access enhanced 911 Emergency Service where available;
 - 4. access the interexchange carrier selected by the Customer for interLATA or international calling;
 - 5. access Operator Services;
 - 6. access Directory Assistance;
 - 7. place or receive calls to toll-free (i.e., 800/888) telephone numbers; and
 - 8. access Telecommunications Relay Service.
- 3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:
 - 1. When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
 - 2. Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
 - 3. When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 Directory Assistance

3.6.1 General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service, Director Assistance can be reached by dialing 411. The Customer is provided with a maximum of 2 listings per each call to Directory Assistance.

3.6.2 Directory Assistance Call Allowance

The Customer is allowed one (1) directly dialed Directory Assistance calls per month at no charge.

3.6.3 Directory Listings/Distribution

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area, so long as Directories are required of that carrier.

3.6.4 Rates and Charges

Per Inquiry

\$1.50

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Local Calling Areas

NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. All exchanges and zones are in BellSouth territory except where otherwise noted by an asterisk (*).

Exchange	Additional Exchanges		
Dayton	Apison (ICE), Chattanooga (Tennessee subscribers only), Collegedale		
Rate Group 4	(ICE), Georgetown, Ooltewah (ICE), Soddy-Daisy, Spring City		
Chattanooga	Apison (ICE), Chickamauga, GA, Collegedale (ICE), Georgetown,		
Rate Group 4	High Point GA (ICE), Kensington, GA (ICE), LaFayette, GA (ICE),		
	Noble, GA (ICE), Ooltewah (ICE), Ringgold, GA (ICE), Rising Fawn,		
	GA (ICE), Rossville, GA and vicinity which is a part of the		
	Chattanooga exchange, Soddy-Daisy, Trenton, GA (ICE), Villanov, GA		
	(ICE), WestBrow, GA (ICE), Tennessee subscribers also receive local		
	calling to Charleston, Cleveland, College Station (ICE), Dayton,		
	Decatur, Dunlap (ICE), Fall Creek Falls (ICE), Jasper, Nine Mile		
	(ICE), Pikeville (ICE), South Pittsburg, Spring City and Whitwell		

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 Business Line Service

3.8.1 Local Access Line Charges

	Monthly Rate	Nonrecurring Charge
First Measured Business		
Line, per service order	\$32.00	\$58.50
Additional Measured Business		
Line, same service order	\$32.00	\$31.00
Changes, Service Restoration		
To change class, type or grade of service(first line)		\$48.00
To change class, type or grade of service (each additional line on the same order)		\$15.00
To restore service that has been temporarily disconnected by the Company (per line or trunk, per order)	\$49.67	

LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 Business Line Service, (Cont'd.)

3.8.2 Local Usage Rates

<u>Day</u> 8:00 AM to 5:00 PM	Evening 5:00 PM to 11:00 PM	Night & Weekend 11:00 PM to 8:00 AM, All day Saturday and Sunday to 8:00 AM Monday
\$0.040	\$0.028	\$0.016
\$0.010	\$0.0700	\$0.004
	8:00 AM to 5:00 PM \$0.040	8:00 AM to 5:00 PM to 11:00 PM \$0.040 \$0.028

3.8.3 Toll Usage Rates

Calls outside of the local calling area are rated individually in full minute increments, after an initial minimum call duration of one minute. Toll service is only offered in conjunction with local lines provided by the Company.

Each Minute

\$0.10

ATTACHMENT C SAMPLE BILL

RevTel, LLC 278 First Avenue Dayton, TN 37321

Invoice

Date	Invoice #
1/20/2012	1001

Bill To	
Sample Company 123 Example Street Sample, TN 37321	

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
1	Point to Point Data Service	0,00	0.00T
1	Local Switched Voice Service	0.00	T00.0
} !	Intrastate Long Distance charges	0.00	T00.0
]	Interstate Long Distance Charges	0.00	T00.0
!	International Long Distance Service E911 Fee	0.00	T00.0
	Universal Service Fee	0.00	0.00
;	End User Common Line Charge	0,00 0.00	0.00 0.00
;	Federal Excise Tax	0.00	0.00
١ .	For Call Detail Records, please log into your account at www.manager.revtel.net	0.00	0.00
1	Please make checks payable to RevTel, LLC	0.00	0.00
	Tennessee Telecommunications Sales Tax	9.50%	0.00
Thank you for yo	our business. For billing inquiries, please call toll free, 800-214-7497.	Total	\$0.00

ATTACHMENT D

SOURCES OF FUNDING

(Filed under Confidential Treatment)

1/25/2012

David and Donna Snyder, 100% owner	ers of RevTel, LLC, agree to personally fund RevTel, LLC up to
from our personal issets.	
and there	/-25-2012
David Snyder / Homestrydn	1-25-2012
Donna Snyder	



PO Box 255 • 1271 Market St. Dayton, TN 37321 (423) 570-0280 Rossville, GA (706) 866-7932

DONNA SNYDER 278 1ST AVE DAYTON TN 3 321-1245

Jan 16, 2012

Pg 1 of 1

HSA MMDA 12/20/2011 Beginning Balance 2 Depos ts/Other Credits 0 Chack /Other Debits 01/16/2012 Ending Falance 28 Days		+ d	
01/10/2012 Contribution 01/16/2012 Accr Ea in Pymt Added to Account			
	Total For This Period	Total Year-to-Date	
Total Overdraft es	.00	.00	
Total Return Ite Fe:s	.00		
Daily Ending Balance 12/20 01/10 01/16 Earnings Summary ** Below is an itemization of the Earnings ** ** paid this period. Interest Paid This Period Interest Paid YTD Annual Percentage Yield Earned 0.40 % Days in Earnings Period Average Balance			







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DAVID SNYDER 278 1ST AVE DAYTON TN 37321-1245

Jan 16, 2012

Pg 1 of 1

HSA MMDA 12/20/2011 Beginning Balance 2 Demosits/Other Credits 0 Check. /Other Debits 01/16/2012 Ending Palance 28 Days in Statement Period ----- Deposits/Other Credits ------01/10/2012 Contributio.. 01/16/2012 Accr Ea sine Pymt Added to Account Total For This Period Total Total Overdraft :es .00 Total Return Ite Fees .00 _____ Daily Ending Balance -----01/10 12/20 01/16 --- Earnings Summary -----** Below is an itemization of the Earnings ** paid this period. Interest Paid This Period Annual Percentage Yield Earned 0.40 % Interest Paid YTD Days in Earnings Period

Average Balance







1. Some of this information was provided to ETH off E Securities LLC (PETRADE") by your company. ETRADE does not guarantee the accuracy or completeness of the information provided by your company. The values for certain Stock Plan assets displayed to the information should be provided by the Securities Investor Protection Corporation ("SPC"). For more information about which assets are field at your Stock Plan account of during infected by EPC click none.

All Stock Plan assets and grants are subject to 1... terms of the plan and the grant documents. A change in your employment status may result in fortesture of assets and may affect vesting periods and expiration dates. Values shown are for dustration purposes only and in control for deductions for applicable taxes, dominished shown assets and fees. Because there is no market for unrealized or unvested assets, these are hypothetical values based on the market price of unrestricted sharer. Indication, and they are interestricted sharer. Indication, and they are interestricted sharer.

Data shown on his statement is based on your discussion in a company reserves the right to make corrections to this data. All awards shown on this statement are subject to the terms of the grants of such awards and of the plan under which the grants of make.

1 of 2 1/25/2012 11:46 AM