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T.R.A. DOCKET ROOM

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

RE:

RevTel, LLC Replacement Tariff Page for Initial Local Tariff No. 2

Docket No. 11-00211

Dear Ms. Dillon:

Enclosed please find the original and four (4) copies of a replacement tariff page for the Initial Local Tariff No. 2 filed on behalf of RevTel, LLC. This filing has also been emailed to the TRA.

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

TMS: TNI1201a

Issue Date: January 27, 2012

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, LLC MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. IN NO EVENT SHALL REVTEL, LLC 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.