

Mountain Communications, LLC.

Telephone - Pa. P.U.C. No. 2
Title Sheet
Original Title Sheet

COMPETITIVE LOCAL EXCHANGE CARRIER

Mountain Communications, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges

In

The territory served by Verizon Pennsylvania Inc.

And

Verizon North Inc.

The Company's tariff is in concurrence with all applicable state and federal laws, including, but not limited to 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1934, as amended, and with the Pennsylvania Public Utility Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. Copies of this tariff are available for inspection at 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809. This tariff is on file with the Pennsylvania Public Utility Commission.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B and 185C; Verizon North Inc. Telephone Pa. P.U.C. Nos. 1, 3, 5, and 6.

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Effective: January 14, 2010

By:
Larry Sisler, Managing Member
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COMPETITIVE LOCAL EXCHANGE CARRIER

CHECK SHEET

All Sheets of this tariff are effective as of the date shown on the bottom of each sheet. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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 COMPETITIVE LOCAL EXCHANGE CARRIER

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LIST OF MODIFICATIONS

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COMPETITIVE LOCAL EXCHANGE CARRIER

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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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Pennsylvania Public Utility Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level;
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
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- D. Check Sheets - When a Tariff filing is made with the Pennsylvania Public Utility 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., 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 Pennsylvania Public Utility Commission.

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Mountain Communications, Inc.

Telephone - Pa. P.U.C. No. 2
Symbols
Original Sheet No. 1

COMPETITIVE LOCAL EXCHANGE CARRIER

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

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

- (C) - To signify changed regulation.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.

This tariff is in concurrence with Chapters 63 and 64 of the Pennsylvania Code.

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Mountain Communications, LLC

Telephone - Pa. P.U.C. No. 2
Application of Tariff
Original Sheet No. 1

COMPETITIVE LOCAL EXCHANGE CARRIER

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Resold Competitive Local Exchange Services to customers located in the service territory of Verizon Pennsylvania Inc. and Verizon North Inc. This tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected, during normal business hours, at the Company's principal place of business, Route 3, Box 69-G, Bruceton Mills, WV 26525.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Pennsylvania Public Utility Commission's applicable Rules, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Transfer: Provides the capability to transfer a call to another telephone number.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and the new call will be received.

Caller ID Blocking: This feature is available in two methods, per line or per call. The per line blocking feature automatically blocks the telephone number for originating calls. The User can selectively unblock calls on a per call basis by dialing a two-digit code before dialing. Per call blocking allows the User to selectively block Caller ID information from being transmitted by dialing a two-digit code before dialing.

Commission: The Pennsylvania Public Utility Commission.

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. DEFINITIONS (Cont'd)

Company: Mountain Communications, LLC, which is the issuer of this tariff.

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

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. DEFINITIONS (Cont'd)

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service 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: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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COMPETITIVE LOCAL EXCHANGE CARRIER

1. DEFINITIONS (Cont'd)

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for interlata calls. This IXC is referred to as the end user's predesignated IXC.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement date.

Services: The Company's telecommunications services offered in this tariff.

Station: Telephone equipment from or to which calls are placed.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way transmission between points within the State of Pennsylvania under the terms of this tariff.

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

2.1.2 Shortage of Equipment or Facilities

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

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. 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 Business Customer, in writing, on not less than 30 days notice, or by the Residential Customer, in writing or orally, on not less than 5 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- B. Customers 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.
- C. Company Service Agreements shall be effective upon complete execution by the parties. The term shall be set forth on the Service Order and shall commence on the service activation date. At the expiration of the term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates. In the event of early termination of this Agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then current term.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- D. This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard of the State's choice of laws provision.
- E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- G. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section (h) below.
- H. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure or furnish the services, whether caused by acts of omission, shall be limited to the extension of allowances of interruptions as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sold liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, or acts or omissions or negligence of the Company's employees or agents.

1. Liability for interruptions will be limited to credits as outlined in Section 2.6.

- B. The Company shall not be liable for any delay or failure or performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, directions, action, or request of the United States Government, or of any government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, unavailability of rights-of-way or materials; or strikes; lock-outs, work stoppages, or other labor difficulties.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C. The Company shall not be liable for any act of omission of any entity furnishing to the Company for the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer.
- E. The Company is not liable for any claims for loss or damages involving:
 - 1. Breach in the privacy or security of communications transmitted by the Company.
 - 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act of omission of the Customer.
 - 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff.
 - 4. Any noncompletion of calls due to network busy conditions.
- F. The Liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed actual sums paid to the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

H. Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (I) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Telephone - Pa. P.U.C. No. 2
Section 2 - Regulations
Original Sheet No. 7

COMPETITIVE LOCAL EXCHANGE CARRIER

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Mountain Communications, LLC

Telephone - Pa. P.U.C. No. 2
Section 2 - Regulations
Original Sheet No. 8

COMPETITIVE LOCAL EXCHANGE CARRIER

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont' d)

2.1 Undertaking of the Company (Cont' d)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. Where construction is required, the Company shall use reasonable efforts to make available services to the Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Where construction is not required, the Company will provide facilities in accordance with Chapter 64 of 52 Pa. Code.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- C. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- E. The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer, excluding the equipment of the underlying carrier.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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2. REGULATIONS (Cont'd)

2.2 Prohibited Uses

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

2.2.2 The Company may require the Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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. Customer will not be responsible for any damages not caused by Customer. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of equipment used to provide local exchange service to the Customer from the building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company'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 (e.g. asbestos) prior to any construction or installation work;

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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. Reserved for future use.
- B. any claim, loss damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company or its underlying carrier.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practical, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practical, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and/or facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. 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 Section (b) for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A. Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- A. The Company shall present bills for Recurring Charges monthly to the Customer. Equipment charges may be required in advance and payment schedules set forth in a Service Contract.
- B. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- C. The due date for paying a bill shall be 20 days from the date of mailing of the invoice. Amounts not paid five days after the due date are considered past due, in concurrent with §53.84 of 52 Pa. Code.
- D. A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts. Business Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5 % per month or a maximum lawful rate under applicable state law. Residential Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.25 % per month or a maximum lawful rate under applicable state law. Late fees will not be charged on any previous late payment charges.

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2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

The Customer shall notify the Company orally or in writing of any disputed items on a bill within 30 days of receipt of the bill. Suspension or termination is prohibited until the resolution of the dispute. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction and within 10 days of the notification or mailing of the Company's written summary on the findings/resolution of the dispute, the Customer may file an informal complaint with the Pennsylvania Public Utility Commission, Bureau of Consumer Services, P.O. Box 3265, Commonwealth Keystone Building, 400 North Street, Harrisburg, Pennsylvania, 17105, Ph. 1-800-692-7380, (717) 783-5187, or Fax (717) 787-6641. Within 10 days of notification or mailing of the informal complaint resolution, an appeal from the report of the Consumer Services Representative may be filed by means of a written intention to appeal. The Company complies with the requirements of 52 Pa. Code Chapter 64 regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations of Chapter 64 will prevail. The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under this 52 Pa. Code §64.154.

The date of the dispute shall be the date the Company receives notice from Customer.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before the following services and facilities are furnished; (1) The construction of facilities and furnishing of special equipment (2) Temporary service for short-term use.. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' 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 Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

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2. REGULATIONS (Cont' d)

2.5 Payment Arrangements (Cont' d)

2.5.5 Deposits

- A. Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit pursuant to the Company's established procedure for determining creditworthiness. Interest on residential deposits will be calculated pursuant to 52 Pa Code § 64.41 (currently 6%). The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) the estimated average 2-month bill for basic service plus the average 2-month toll charge for existing residential customers in the applicant's exchange during the immediate 12 month period. Deposits may be adjusted to maintain a level equal to the estimated average 2-month bill. No more than one half of the deposit amount may be required prior to the providing of service by the utility with the balance of the deposit due no less than 30 days from the initial deposit payment.
 - (2) Existing customers. The amount of a cash deposit required from an existing customer may not exceed the customer's average 2-month bill, including toll charges, during the preceding 12-month period. Deposits may be adjusted to maintain a level equal to the average 2-month bill. The deposit shall be paid within 20 days of the request for deposit.
 - (3) Another customer who has met or can meet the credit standards of §64.32 of 52 Pa. Code relating to credit standards may furnish a written guarantee to secure payment in an amount equal to the cash deposit required from the applicant or customer. The guarantor shall be discharged when the applicant or customer meets the terms and conditions of §64.37 of 52 Pa. Code.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with 52 Pa. Code §§64.61 - 64.123 discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 7 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- D. Reserved for future use.
- E. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- F. The Company may discontinue the furnishings of any and/or all service(s) to the Customer, without incurring any liability:
 - (1) Immediately if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:
 - (a) use of service in such a manner as to interfere with the service of other users; or
 - (b) use of service for unlawful purposes.
 - (2) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (3) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
 - (4) Seven (7) days after sending a Residential Customer written notice, service can be suspended, for non-payment of a bill for services past due, and terminated after ten (10) days notice after suspension, in accordance with 52 Pa. Code §§64.71-64.121 respectively.
- G. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- H. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 (a) or 2.5.6 (b), all applicable charges, including termination charges, shall become due, as specified in Section 2.7.2. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. When service is interrupted for a period of at least 24 hours, credit to customers at the following rates shall apply: (1) one-thirtieth of the monthly rate for each of the first full 24-hour periods and (2) two-thirtieths of the monthly rate beyond the first three 24-hour periods. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of the Company, other than those of the underlying carrier;
- B. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities, other than those of the underlying carrier;
- C. interruptions due to the failure or malfunction of non-Company equipment, other than the equipment of the underlying carrier;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

(E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

A. Reserved for future use.

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2. REGULATIONS (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.1. Cancellation of Application for Service (contd.)

- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

- C. The special charges described in 2.7.1 (a) and 2.7.1 (b) will be calculated and applied on a case-by-case basis.

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2. REGULATIONS (Cont'd)

2.7.2 Cancellation of Service by the Customer

For ninety (90) days, from the date of the initial service installation, if Customer experiences a serious Company related service affecting problem, the Customer may, subject to company concurrence, cancel their service agreement without penalty. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than as stated above, or a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to the Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of the Customer, plus
- C. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

The Customer should also give the Company at least five (5) days written or oral notice of the cancellation of service.

2.8 Transfer and Assignments

The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business-day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Telecommunications Relay Service (TRS)

2.10.1 General

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

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By:
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COMPETITIVE LOCAL EXCHANGE CARRIER

2. REGULATIONS (Cont'd)**2.10 Telecommunications Relay Service (TRS)****2.10.2 Surcharge**

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises). This surcharge applies regardless of whether or not the access line uses the PA TRS.

This surcharge service as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion. Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following rates apply to all bills issued on or after July 1, 2008:

Per residence access line, per month	\$0.08
Per business line, per month	\$0.08

Centrex lines will be charged on an equivalency basis as determined by the Commission.

2.10.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All IntraLATA toll calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff Pa P.U.C. No. 10. This Company concurs in this tariff.

The Company will make available to the Telecommunications Relay Service (TRS) user either a calling card or a prepaid debit card. The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service.

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

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2. REGULATIONS (Cont'd)

2.11 Directory Listings

2.11.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the incumbent local exchange carrier.

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2. REGULATIONS (Cont' d)

2.12 Promotional Offerings

From time to time, the Company may market promotional offerings of its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to duration, and the date and times of the offerings and the locations where the offerings are made. Such promotional offerings will not exceed six (6) months in duration in any 12 month period and shall be submitted to the Commission for approval prior to implementation. All Promotional Offerings will be filed as a proposed tariff supplement with the Commission..

2.13 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All promotional offerings will be filed as a tariff supplement with the Commission.

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