

GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

BASIC LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled “Telephone Customer Rights and Responsibilities”. **These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.**

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H.R. Irvin, III, President
1025 Main Street, 9th floor
Wheeling, WV 26003

CHECK SHEET

The Title Page and Pages 1 through 43 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	1 st Revised						
1	1 st Revised	31	Original				
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12	Original	42	1 st Revised				
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CHECK SHEET, (Cont'd)

ADDENDUM A

The Title Page and Addendum A, Page 1 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

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Title Page	1 st Revise						
1	1 st Revise						

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EXPLANATION OF SYMBOLS

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

- (C) To signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge

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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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission an updated Check Sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of residential local telecommunications services in the State of Ohio by Gateway Telecom, LLC dba StratusWave Communications (“StratusWave” or “the Company”) required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Ohio Minimum Telephone Services Standards (Ohio Administrative Code 4901:1-5)(MTSS).

The Customer may view Detariffed/Nonregulated Services not included in this Tariff on the Company’s website:

www.stratuswave.com

Customer’s rights, responsibilities and safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission’s policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this Tariff and/or operations of the Company will generate an obligation of the company to provide notice of such changes in accordance with Commission Rules.

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SECTION 1 – REGULATIONS

1.1 Undertaking of the Company

1.1.1 Terms and Conditions

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

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability

- 1.1.2.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 1.5.
- 1.1.2.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 1.1.2.C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 1.1.2.D. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements regarding emergency 911 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from Customer's failure to comply with the requirements.
- 1.1.2.E. Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:

1.1.2.F.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;

1.1.2.F.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;

1.1.2.F.3. Any unlawful or unauthorized use of the Company's services;

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. (cont'd)

- 1.1.2.F.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
- 1.1.2.F.5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as described herein.
- 1.1.2.F.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
- 1.1.2.F.7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. (cont'd)

1.1.2.F.8. Failure of Customer to comply with the requirements herein;

1.1.2.F.9. Any noncompletion of calls due to network busy conditions;

1.1.2.F.10. Any calls not actually attempted to be completed during any period that service is unavailable;

1.1.2.F.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

1.1.2.G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

1.1.2.H. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

1.1.2.I. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

1.1.2.J. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.

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SECTION 1 - REGULATIONS (Cont'd)**1.1 Undertaking of the Company (Cont'd)****1.1.3 Notification of Service-Affecting Activities**

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

1.1.4 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.

1.1.5 Availability of Service

- 1.1.5.A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Tariffs of the Company.
- 1.1.5.B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 Universal Emergency Telephone Number Service

- 1.1.6.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 1.1.6.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 1.1.6.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 1.1.6.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 Universal Emergency Telephone Number Service (cont'd)

1.1.6.E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 1 - REGULATIONS (Cont'd)

1.2 Prohibited Uses

- 1.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 1.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 1.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 1.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements

1.3.1 RESERVED FOR FUTURE USE

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.2 Deposits:

- 1.3.2.A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Cash deposits will not exceed two hundred thirty per cent of the estimated average monthly bill for the individual Customer's regulated services for the ensuing twelve months.
- 1.3.2.B. A deposit may be required in addition to an advance payment.
- 1.3.2.C. If service is discontinued prior to twelve consecutive months of payment by the Customer, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company, within 45 days from the date of termination. Before the service or facility is discontinued, the Company, may at its option, return the deposit or credit to the Customer's account
- 1.3.2.D. Deposits will accrue interest at the rate specified by the PUCO and will be refunded to the Customer after twelve consecutive months of payments.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service

- 1.3.3.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:
 - 1.3.3.A.1. Abandonment of the service, upon Notice;
 - 1.3.3.A.2. Abuse or fraudulent use of service, upon Notice
 - 1.3.3.A.3. Any other violation of the regulations of the Telephone Company, upon Notice; or
 - 1.3.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority, upon Notice.
- 1.3.3.B. Subsequent to the completion of an order to discontinue local service, it will be re- established only upon the basis of a new service application.
- 1.3.3.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.
 - 1.3.3.C.1 The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 95- 790- TP-COI.
 - 1.3.3.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this paragraph 1.5.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service (cont'd)

1.3.3.C. (cont'd)

1.3.3.C.1. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.

1.3.3.C.2. The Telephone Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.

1.3.3.C.3 When service is restored after temporary denial, the Telephone Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.

1.3.3.C.4. Abuse or fraudulent use includes, but is not limited to:

- a. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- b. the use of profane or obscene language;
- c. the impersonation of another with fraudulent intent;
- d. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service (cont'd)

1.3.3.C. (cont'd)

1.3.3.C.4. (cont'd)

- e. the use of the service for any purpose other than as a means of communication;
- f. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
- g. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

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SECTION 1 - REGULATIONS (Cont'd)

1.4 Allowances for Interruptions in Service

1.4.1 General

- 1.4.1.A. A credit allowance will be given when service is interrupted, except as specified in Section 1.5.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- 1.4.1.B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 1.4.1.C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 1.4.1.D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.4.1.E. A credit allowance will be given for interruptions of 24 hours or more. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 1 - REGULATIONS (Cont'd)

1.4 Allowances for Interruption in Service (Cont'd)

1.4.2 Limitations of Allowances

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

- 1.4.2.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;
- 1.4.2.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;
- 1.4.2.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 1.4.2.D. Occurs as a result of military action, wars, insurrections, riots, or strikes;
- 1.4.2.E. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 1.4.2.F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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SECTION 1 - REGULATIONS (Cont'd)

1.5 Cancellation of Service/Termination Liability

1.5.1 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4.

1.5.2 Termination Liability

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

1.5.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

1.5.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

1.5.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariffed prices at the time of cancellation.

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SECTION 1 - REGULATIONS (Cont'd)

1.5 Cancellation of Service/Termination Liability (Cont'd)

1.5.2 Termination Liability (cont'd)

- 1.5.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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SECTION 1 - REGULATIONS (Cont'd)

1.6 Notices and Communications

- 1.6.1 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.
- 1.6.2 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.
- 1.6.3 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 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.
- 1.6.4 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 sent forth herein.

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SECTION 1 - REGULATIONS (Cont'd)

1.7 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

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SECTION 2 - SERVICE DESCRIPTIONS

2.1 Basic Local Exchange Service Description: The Company's Local Telephone Service provides a residential or business Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service; and
- Access Telecommunications Relay Service.

The following Company Services for residence/business Customers are offered in this Tariff:

Residential Basic Local Exchange Service
Business Basic Local Exchange Service
Main Number Retention – Number Portability
Service Order and Service Change Charges
Emergency Services Calling

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.2 Local Calling Scope

Exchange Area Exchange Areas in Local Calling Area

Company concurs in the local calling scopes as defined in the ILEC Local Exchange Tariffs of AT&T Communications, Embarq and Verizon North, Inc. where approved interconnection agreements exists.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.2. Local Calling Scope (Cont'd)

Exchange Area Exchange Areas in Local Calling Area

RESERVED FOR FUTURE USE

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.3 Service Rates and Charges

2.3.1 RESERVED FOR FUTURE USE

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.3 Service Rates and Charges (Cont'd)

2.3.2 Temporary Promotional Programs

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.3 Service Rates and Charges (Cont'd)

2.3.3 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.4 Exchange Area Service

2.4.1. Exchange Area Boundaries and Maps

The administration of exchange area boundaries shall be in accordance with Exhibit A, Boundaries, associated with the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

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SECTION 3 - DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel, which provides access to the telephone network for local and long distance telephone services.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or Residential) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMISSION

Ohio Public Utility Commission

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

COMPANY

Gateway Telecom, LLC dba StratusWave Communications

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

DEMARCATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DIRECTORY

A book, which typically lists, each telephone Customer alphabetically, with his/her service location and telephone number.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a Customer's premise.

E911 SERVICE / EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one month unless otherwise specified in the Tariff

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, Residential, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residential, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

PRIMARY TERMINATION

Applies to channels which extend beyond the continuous property of a Customer or the confines of a single building housing the first premises of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a customer. When more than one Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIORITY CALL

Call management feature which provides for one distinctive audible signal to the subscriber when a call is received from one of up to six pre-specified telephone numbers.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with part 68 of the Federal Communications Commission's Rules and Regulations.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility.

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE COMPANY

See "Company."

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

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SECTION 3 - DEFINITIONS OF TERMS (Cont'd)

TEMPORARY DISCONNECTION

See "Suspension of Service."

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

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ADDENDUM A

EFFECTIVE PRICE LIST

APPLYING TO

BASIC LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

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H.R. Irvin, III, President
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EFFECTIVE PRICE LIST

1. Basic Local Exchange Service

A)	Non-Recurring Charges	<u>Residence</u>
	Connection of new or additional Central Office lines, per service order	\$ 25.50
	Moves or changes in existing service and equipment or addition of new or additional service and equipment other than central office lines, per service order	\$ 9.30
B)	Monthly Recurring Charges	<u>Residence</u>
1.)	Monthly Recurring Flat Rate	\$ 41.86
2.)	911 Fee	\$ 0.32
3.)	End User Access Line Charge	\$ 3.50