

FiberNet, LLC
FiberNet Telecommunications of Pennsylvania, LLC
FiberNet of Ohio, LLC
FiberNet of Michigan, LLC
FiberNet of Virginia, Inc.

Rates, Terms & Conditions No. 2
Interstate and International
Title Page

Steve Hamula, Director-Regulatory Affairs
1200 Greenbrier Street
Charleston, WV 25311

Effective: December 3, 2008

Interstate and International

Regulations and Rates

of

FiberNet, LLC
FiberNet Telecommunications of Pennsylvania, LLC
FiberNet of Ohio, LLC
FiberNet of Michigan, LLC
FiberNet of Virginia, Inc.

This RTC includes the rates, charges, terms and conditions of service by the above mentioned companies (“FiberNet”) for the provision of interstate telecommunications service between locations in the United States and between the contiguous United States and Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, and all United States territories and for the provision of international communications services between points in the United States, as defined herein, and international points.

This Interstate and International Rates, Terms & Conditions document includes the rates, charges, terms and conditions of service for the provision of direct dialed calling. FiberNet does not offer operator assisted calling.

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FiberNet Telecommunications of Pennsylvania, LLC
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FiberNet of Virginia, Inc.

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First Revised Page 1

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this RTC are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

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

Alternate Access: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network to identify the caller and validate the caller's authorization to use the services provided.

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 of omissions, to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

Business Customer: Customers who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location or if the access line has a business directory listing.

Carrier Access Charge: The Carrier Access Charge (CAC) is a per line monthly charge applicable to all multi-line business customer lines that are presubscribed to the Company's long distance service. The CAC is imposed on every telephone line, automatic number identification (ANI), terminal, extension, or equivalent that is presubscribed to the Company's interLATA or intraLATA long distance service. The aggregate of these CACs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums.

Commission: Federal Communications Commission

Company: FiberNet, LLC; FiberNet Telecommunications of Pennsylvania, LLC, FiberNet of Ohio, LLC, FiberNet of Michigan, LLC, and FiberNet of Virginia, Inc.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device.

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 RTC terms and conditions.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

FiberNet: Refers to FiberNet, LLC, FiberNet Telecommunications of Pennsylvania, LLC; FiberNet of Ohio, LLC, FiberNet of Michigan, LLC, and FiberNet of Virginia, Inc.

ICB: Service provided on an Individual Case Basis.

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

Kbps: Kilobits, denotes thousands of bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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 (LEC): A company that furnishes exchange telephone service.

Mainland: The lower contiguous forty-eight states.

Mbps: Megabits, denotes millions of bits per second.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time 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.

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North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

PIN: Personal Identification Number. See Authorization Code.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

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

Regular Business Hours: 8:00 am through 5:00 p.m., Monday through Friday, excluding national Holidays.

Regulatory Cost Recovery Fee: The Regulatory Cost Recovery Fee (RCRF) is a monthly charge assessed on end users that allows the Company to recover costs associated with compliance with various federal regulatory fees and programs. This charge is not a government-imposed fee. The assessment rate is applied as a percentage of a Customer's net interstate and international service charges, exclusive of taxes. This charge is not subject to any discounting and does not contribute to any monthly minimums.

RTC: Refers to the Company's Interstate and International Rates, Terms and Conditions document.

Service Agreement: Request for local exchange services executed by the Customer and the Company in a format specified by the Company for term, or period of time, as specified in the agreement. The request 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 RTC.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this RTC, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

United States: Refers to the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Marianas Islands.

V&H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to Customers for communications originating within the United States and terminating to United States and foreign locations served by the Company under terms of this RTC. The Company's services and facilities are available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this RTC for Customers in accordance with the terms and conditions set forth under this RTC.

Customers may use services and facilities provided under this RTC to obtain access to services offered by other service providers. The Company is responsible under this RTC 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.

2.1.1 Use

Services provided under this RTC may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Limitations

2.2.1 Shortage of Equipment Facilities

- .1** 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.
- .2** The furnishing of service under this RTC 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 as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- .3** The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

2.2.2 The Company provides service to Business Customers.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.2.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.2.5 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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Limitations, (Cont'd.)

- 2.2.6** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.2.7** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this RTC, or in violation of the law.
- 2.2.8** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Liability of the Company

- 2.3.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.13, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole 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, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this RTC. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this RTC, and subject to the provisions of Section 2.13, the Company's liability, if any, shall be limited as provided herein.
- 2.3.3** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, rule, regulation, direction, action or request of the government or of any other government, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.4** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8** Notwithstanding the Customer's obligations as set forth in this RTC, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this RTC including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this RTC.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

- 2.3.9** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.10** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.3.11** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.3.12** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.3.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.7.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.3.14 With respect to Emergency Number 911 and Enhanced 911 (E911) Service

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Obligations of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Obligations of the Company, (Cont'd.)

2.4.3 Provision of Equipment and Facilities

- .1** 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 terms and conditions contained in this RTC. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2** 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.
- .3** 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 has provided it.
- .4** 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 RTC, the responsibility of the Company shall be limited to the furnishing of facilities offered under this RTC and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a)** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b)** the reception of signals by Customer-provided equipment; or
 - (c)** network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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2.4 Obligations of the Company, (Cont'd.)

2.4.4 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.

2.4.5 Ownership of Facilities

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

2.5 Assignment or Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this RTC shall apply to such permitted transferees or assignees, as well as all conditions of service.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this RTC or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Obligations of the Customer

2.7.1 General - The Customer shall be responsible for:

- .1** the payment of all applicable charges pursuant to this RTC;
- .2** 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 terms and conditions; 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. 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;
- .3** 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;
- .4** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4. 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;

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

2.7.1 General, (Cont'd.)

- .5** 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. friable asbestos) prior to any construction or installation work;
- .6** 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 Customer is responsible under Section 2.7.1.4 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 services, removing the facilities or equipment of the Company;
- .7** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .8** 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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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- .1** any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2** 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 manner not contemplated by the agreement between the Customer and the Company.
- .3** Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

2.8 Customer Equipment and Channels

2.8.1 General

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

- .1** 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.
- .2** The Customer agrees to return to the Company all Company-provided equipment delivered to 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 Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.2 Station Equipment

- .1** 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 practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, 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 2.13 following is not applicable.

- .2** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities 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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.3 Interconnection of Facilities

- .1** 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.
- .2** Local Services 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 other communications carriers that are applicable to such connections.
- .3** Facilities furnished under this RTC may be connected to Customer-provided terminal equipment in accordance with the provisions of this RTC.

2.8.4 Inspections

- .1** 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 2.8.2 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.
- .2** 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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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.9 Application for Service

Customers wishing to obtain service must complete the Company's service order form.

2.10 Establishment and Re-establishment of Credit

The Company will conduct a credit investigation of each new Customer. A Customer whose service has been discontinued for nonpayment of bills will be required to re-establish credit before service is restored.

2.10.1 Advance Payments

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and two month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a two month period. 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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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Establishment and Re-establishment of Credit, (Cont'd.)

2.10.2 Deposits

- .1** Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two (2) months estimated billings plus any applicable Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2** When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- .3** Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.
- .4** Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Billing and Payment for Service

2.11.1 Responsibility for Charges

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, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this RTC.

In particular the Customer is responsible for any and all cost(s) incurred as the result of:

- .1** any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- .2** any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .3** any calls placed by or through the Customer=s equipment via any remote access feature(s);
- .4** any calls placed as a result of the Customer=s intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .5** any and all calls placed to a toll free telephone number (e.g.: 800/888) provided to the Customer by the Company.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Billing and Payment for Service, (Cont'd.)

2.11.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- .1** All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .2** The Company shall present bills for Recurring Charges monthly to the Customer, for the month in which service is provided.
- .3** 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.

2.11.3 Late Payment Charge

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.11.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Billing and Payment for Service, (Cont'd.)

2.11.5 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

- .1** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2** The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Discontinuance of Service

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. 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 services) furnished during the time of or up to suspension or discontinuance.

2.12.1 Upon seven (7) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .1** For nonpayment of any amounts owing to the Company;
- .2** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

2.12.2 Upon thirty (30) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability for failure to comply with the Service Agreement or Company RTC.

2.12.3 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 reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Discontinuance of Service, (Cont'd.)

2.12.4 Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .1** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.
- .2** 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.
- .3** 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.
- .4** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- .5** For noncompliance with or violation of Commission regulation or Company rules and regulations on file with the Commission.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Discontinuance of Service, (Cont'd.)

2.12.4 (Cont'd.)

- .6** For reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- .7** In the event of tampering with the equipment or services owned by the Company or its agents.
- .8** In the event of Customer use of equipment or services in such a manner as to adversely affect the Company=s equipment or the Company=s service to others.
- .9** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .10** For unauthorized or unlawful use of Travel Card Service numbers and authorization Codes. Such numbers and codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.12 Discontinuance of Service, (Cont'd.)

2.12.5 Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer to prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.12.5 if:

- .1** The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of services; or
- .2** The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company's service(s); or
- .3** The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .4** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this RTC; or
 - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - Any other fraudulent means or devices; or
 - Use of service in such a manner as to interfere with the service of other users; or
 - Use of service for unlawful purposes.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Allowances for Interruptions of Service

2.13.1 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, except as otherwise specified in the Company's RTC. 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. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Commission.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Allowances for Interruptions of Service, (Cont'd.)

2.13.2 Limitations on Allowances

No credit allowance will be made for:

- .1** interruptions due to the negligence of, or noncompliance with the provisions of this RTC by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2** interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3** interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4** 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;
- .5** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6** interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

2.13.3 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.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation of Service

2.14.1 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

- .1** 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .2** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation of Service, (Cont'd.)

2.14.2 Cancellation Prior to Expiration of Term

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in this RTC), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges. reasonably incurred by the Company or paid to third parties by Company on behalf of Customer as permitted by applicable law or regulation, plus
- .3 all Usage and Recurring Charges specified in the applicable Service Order RTC for the balance of the then current terms.

2.15 Continuation of Service

2.15.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this RTC.

2.15.2 For Term Agreement Customers: Service will continue in accordance with the term agreement. Except as may otherwise be required by applicable law or regulation, such agreement shall be renewed automatically for an additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the expiration of the initial or any additional term. Except as may otherwise be required by applicable law or regulation, all termination obligations applicable under the First Revised term agreement apply to this renewed agreement.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.16 Notices and Communications

- 2.16.1** 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.
- 2.16.2** The Company shall designate on the Service Order an 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.
- 2.16.3** 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.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.17 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

2.18 Taxes and Fees

2.18.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this RTC.

2.18.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.18.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Carrier Access Charge (CAC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.18 Taxes and Fees, (Cont'd.)

2.18.3 (Cont'd.)

.1 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coin less phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.55

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Effective: August 5, 2009

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.18 Taxes and Fees, (Cont'd.)

2.18.3 (Cont'd.)

.2 Universal Service Fund Fee (USF)

In connection with the FCC's Universal Service Orders, FiberNet will pay a percentage of its retail revenues to support the Universal Service Fund ("USF"). FiberNet will pass-through the USF assessment to its Customers by assessing a surcharge applicable to all interstate and international usage charges. This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service. The percentage shall be as dictated by the FCC and shall be adjusted periodically in accordance with FCC requirements.

.3 Regulatory Cost Recovery Fee (RCRF)

The Regulatory Cost Recovery Fee (RCRF) is a monthly charge assessed on end users that allows the Company to recover costs associated with compliance with various federal regulatory fees and programs. This charge is not a government-imposed fee. The assessment rate is applied as a percentage of a Customer's net interstate and international service charges, exclusive of taxes. This charge is not subject to any discounting and does not contribute to any monthly minimums.

The current rate of assessment is 3.0%

FiberNet, LLC
FiberNet Telecommunications of Pennsylvania, LLC
FiberNet of Ohio, LLC
FiberNet of Michigan, LLC
FiberNet of Virginia, Inc.

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Effective: December 3, 2008

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.19 Pay-Per-Call Service Blocking

FiberNet Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.,: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

FiberNet, LLC
FiberNet Telecommunications of Pennsylvania, LLC
FiberNet of Ohio, LLC
FiberNet of Michigan, LLC
FiberNet of Virginia, Inc.

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1200 Greenbrier Street
Charleston, WV 25311

Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION

3.1 General

Rates for service may vary by call type and/or term commitments. Usage rates, per-call service charges, monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

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Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.2 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.3 Holiday Discounts

The Company does not offer holiday discounts.

3.4 Call Charges

3.4.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.

3.4.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.4.3 The minimum and additional usage call duration for billing purposes is in the description for each product.

3.4.4 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

3.4.5 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

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Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.5 Interstate Services, (Cont'd.)

3.5.1 Toll Services and Rates, (Cont'd.)

.4 FiberNet Travel Card Service

Travel Card Service is available to FiberNet Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

Rate Per Minute: \$0.25

.5 Directory Assistance

Directory Assistance is available to Customers of FiberNet. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Rate: \$0.75

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Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.5 Interstate Services, (Cont'd.)

3.5.2 Dedicated Services and Rates

The Company provides interstate Dedicated Services to Customers with transmission speeds ranging from 64 Kbps to 2488.32 Mbps. Dedicated Service is offered on a point-to-point basis. Each Dedicated Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Dedicated Services are available on an ICB basis only.

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FiberNet Telecommunications of Pennsylvania, LLC
FiberNet of Ohio, LLC
FiberNet of Michigan, LLC
FiberNet of Virginia, Inc.

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Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services

3.6.1 Flat Rate Outbound Service

Flat Rate Outbound Service is a direct dial outbound service Rates are not time-of-day or distance sensitive. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

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Effective: December 3, 2008

SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations

Country	Country Code	Per Minute
Afghanistan	93	1.40
Albania	355	0.74
Algeria	213	0.45
American Samoa	684	0.46
Andorra	376	0.28
Angola	244	0.95
Anguilla	264	0.43
Antarctica	672	1.17
Antarctica (Scott Base)	672	0.61
Antigua	268	0.44
Argentina	54	0.35
Armenia	374	0.51
Aruba	297	0.36
Ascension Isl.	247	0.84
Australia	61	0.11
Austria	43	0.14
Azerbaijan	994	0.74
Bahamas	242	0.24
Bahrain	973	0.63
Bangladesh	880	0.89
Barbados	246	0.50
Belarus	375	0.48
Belgium	32	0.14
Belize	501	0.46
Benin	229	0.47
Bermuda	441	0.25
Bhutan	975	1.25
Bolivia	91	0.46
Bosnia-Herz.	387	0.52
Botswana	267	0.54
Brazil	55	0.31
British V.I.	809	0.38

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Brunei	673	0.56
Bulgaria	359	0.40
Burkina Faso	226	0.60
Burundi	257	1.20
Cambodia	3455	1.10
Cameroon	237	0.86
Canada	All Areas	0.12
Cape Verde	238	0.62
Cayman Islands	809	0.29
Central Afr. Rep.	236	1.03
Chad Republic	235	1.68
Chile	56	0.24
China	86	0.32
Christmas & Cocos	672	0.40
Colombia	57	0.34
Comoros/Mayotte	269	3.64
Congo	242	0.75
Cook Isl.	682	1.00
Costa Rica	506	0.32
Croatia	385	0.35
Cuba	53	0.66
Cyprus	357	0.38
Czech Republic	420	0.34
Denmark	45	0.15
Diego Garcia	246	1.00
Djibouti	253	0.92
Dominica	767	0.67
Dominican Rep.	809	0.23
Ecuador	593	0.38
Egypt	20	0.58
El Salvador	503	0.40

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Equatorial Guinea	240	1.77
Eritrea	291	1.06
Estonia	372	0.54
Ethiopia	251	0.95
Faeroe Isl.	298	0.55
Falkland Isl.	500	0.81
Fiji Isl.	679	0.90
Finland	358	0.17
France	33	0.10
Fr Antilles	596	0.50
Fr Guiana	594	0.42
Fr Polynesia	689	0.89
Gabon	241	0.73
Gambia	220	0.45
Georgia	995	0.69
Germany	49	0.10
Ghana	233	0.45
Gibraltar	350	0.68
Gilbert Island	686	1.00
Greece	30	0.20
Greenland	299	0.40
Grenada	473	0.55
Guadeloupe	590	0.41
Guantanamo Bay	5399	0.66
Guatemala	502	0.35
Guinea	224	0.54
Guinea Bissau	245	1.13
Guyana	592	0.78
Haiti	509	0.57
Honduras	504	0.50
Hong Kong	852	0.19

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Hungary	36	0.34
Iceland	354	0.33
India	91	0.58
Indonesia	62	0.43
Inmarsat (AOR)	871	6.81
Inmarsat (IOR)	873	6.81
Inmarsat (POR)	872	8.21
Inmarsat (WAT)	874	6.81
Iran	98	0.88
Iraq	964	0.95
Ireland	353	0.15
Israel	972	0.23
Italy	39	0.14
Ivory Coast	225	0.84
Jamaica	876	0.57
Japan	81	0.14
Jordan	962	0.66
Kazakhstan	7	0.57
Kenya	254	0.65
Kiribati	686	0.88
Korea (North)	850	1.21
Korea (South)	82	0.20
Kuwait	965	0.68
Kyrgyzstan	7	0.74
Laos	856	1.67
Latvia	371	0.54
Lebanon	961	0.77
Lesotho	266	0.57

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Liberia	231	0.42
Libya	218	0.62
Liechtenstein	417	0.23
Lithuania	370	0.54
Luxembourg	352	0.17
Macao	853	0.32
Macedonia	389	0.38
Madagascar	261	1.44
Malawi	265	0.48
Malaysia	60	0.31
Maldives	960	0.97
Mali Republic	223	0.84
Malta	356	0.48
Marshall Islands	692	0.45
Mauritania	222	0.77
Mauritius	230	0.84
Mayotte Island	269	2.14
Micronesia	691	0.71
Moldova	373	0.74
Monaco	377	0.17
Mongolia	976	1.15
Montserrat	664	0.61
Morocco	212	0.54
Mozambique	258	0.86
Myanmar/Burma	95	1.79
Nakhodka	7	1.05
Namibia	264	0.61

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Nauru	674	0.77
Nepal	977	0.86
Netherlands	31	0.32
Nether.Antilles	599	0.20
Nevis Island	869	0.41
New Caledonia	687	0.60
New Zealand	64	0.17
Nicaragua	505	0.55
Niger	227	0.61
Nigeria	234	0.78
Niue Island	683	1.22
Norfolk Island	672	1.17
North Korea	850	1.21
Norway	47	0.14
Oman	968	0.69
Pakistan	92	0.84
Palau Republic	680	0.86
Panama	507	0.43
Papua New Guinea	675	0.69
Paraguay	595	0.61
Peru	51	0.42
Philippines	63	0.37
Poland	48	0.30
Portugal	351	0.18
Qatar	974	0.75
Reunion Island	262	0.67
Romania	40	0.51
Russia	7	0.32
Rwanda	250	0.85
Saipan	670	0.62

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Sakhalin	7	1.05
San Marino	378	0.50
Sao Tome	239	1.22
Saudi Arabia	966	0.69
Senegal Republic	221	0.97
Seychelles Island	248	1.02
Sierra Leone	232	0.78
Singapore	65	0.23
Slovakia	421	0.24
Slovenia	386	0.38
Solomon Islands	677	0.81
Somalia	252	1.13
South Africa	27	0.37
Spain	34	0.14
Sri Lanka	94	0.86
St Helena	290	0.76
St Kitts	869	0.41
St Lucia	758	0.42
St Pierre/Miquelon	508	0.32
St Vincent/Grenadines	784	0.54
Sudan	249	0.92
Suriname	597	0.91
Swaziland	268	0.52
Sweden	46	0.10
Switzerland	41	0.14
Syria	963	0.85
Taiwan	886	0.24
Tajikistan	7	0.41
Tanzania	255	0.61

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute
Thailand	66	0.42
Togo	228	0.77
Tonga	676	1.05
Trinidad/Tobago	868	0.53
Tunisia	216	0.51
Turkey	90	0.38
Turkmenistan	7	0.63
Turks/Caicos Isl	649	0.41
Tuvalu	688	1.24
Uganda	256	0.51
Ukraine	380	0.48
United Arab Emir	971	0.44
United Kingdom	44	0.05
Uruguay	598	0.51
Uzbekistan	7	0.57
Vanuatu	678	1.81
Vatican City	396	0.23
Venezuela	58	0.29
Vietnam	84	0.98
Wallis & Futuna	681	1.65
Western Samoa	685	0.69
Yemen Arab Rep	967	0.81
Yugoslavia	381	0.52
Zaire	243	0.53
Zambia	260	0.61
Zanzibar	259	1.50
Zimbabwe	263	0.51

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.1 Flat Rate Outbound Service, (Cont'd.)

.2 Usage Rates from United States to Mexico

Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds

Band	Per Minute Rate
Band 1	0.23
Band 2	0.23
Band 3	0.23
Band 4	0.38
Band 5	0.38
Band 6	0.38
Band 7	0.38
Band 8	0.38
Mexico City	0.35

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service

Calling Card Service is available to FiberNet Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to specified foreign locations. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Calling Card Service may be used for call origination from selected foreign locations and terminating to the United States. Call origination is only available from those countries where a rate per minute is so noted. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Afghanistan	93	2.13	
Albania	355	0.56	
Algeria	213	0.59	
American Samoa	684	0.44	
Andorra	376	0.39	
Angola	244	0.53	
Anguilla	264	0.67	
Antarctica (Casey)	672	1.14	
Antarctica (Scott)	672	1.14	
Antigua	268	0.68	
Argentina	54	0.52	
Armenia	374	0.68	
Aruba	297	0.73	
Ascension Isl.	247	1.17	
Australia	61	0.32	2.38
Austria	43	0.32	1.38
Azerbaijan	994	0.68	
Azores			2.58
Bahamas	242	0.42	1.98
Bahrain	973	0.74	
Balearic Islands			2.18
Bangladesh	880	1.13	
Barbados	246	0.78	2.76
Belarus	375	0.61	
Belgium	32	0.30	2.38
Belize	501	0.81	
Benin	229	0.86	
Bermuda	441	0.38	2.34
Bhutan	975	0.69	
Bolivia	91	0.72	

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Bosnia-Herz.	387	0.62	
Botswana	267	0.58	
Brazil	55	0.50	2.78
British V.I.	809	0.58	
Brunei	673	0.63	
Bulgaria	359	0.59	
Burkina Faso	226	1.02	
Burundi	257	0.76	
Cambodia	3455	1.23	
Cameroon	237	1.48	
Canada	All Areas	0.28	
Canary Islands		0.31	2.18
Cape Verde	238	0.88	
Cayman Islands	809	0.47	
Central Afr. Rep.	236	0.86	
Chad Republic	235	0.85	
Chatham Islands			3.38
Chile	56	0.37	2.98
China	86	0.48	3.38
Christmas & Cocos	672	0.32	2.38
Colombia	57	0.51	2.98
Comoros/Mayotte	269		
Congo	242	0.83	
Cook Isl.	682	1.26	
Costa Rica	506	0.62	
Croatia	385	0.55	
Cuba	53	1.18	
Cyprus	357	0.51	3.18
Czech Republic	420	0.49	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Denmark	45	0.30	1.98
Diego Garcia	246	0.96	
Djibouti	253	1.20	
Dominica	767	0.86	
Dominican Rep.	809	0.42	2.18
Ecuador	593	0.71	
Egypt	20	1.00	
El Salvador	503	0.54	
Equatorial Guinea	240	0.91	
Eritrea	291	1.44	
Estonia	372	0.48	
Ethiopia	251	1.19	
Faeroe Isl.	298	0.46	1.98
Falkland Isl.	500	0.70	
Fiji Isl.	679	1.58	
Finland	358	0.32	2.58
France	33	0.30	1.98
Fr Antilles	596	0.60	
Fr Guiana	594	0.61	
Fr Polynesia	689	0.64	
Gabon	241	0.61	
Gambia	220	0.84	
Georgia	995	0.58	
Germany	49	0.29	1.98
Ghana	233	0.67	
Gibraltar	350	0.39	
Gilbert Island	686	1.51	
Greece	30	0.46	2.86
Greenland	299	0.67	1.98
Grenada	473	1.00	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Guadeloupe	590	0.58	
Guantanamo Bay	5399	1.18	
Guatemala	502	0.60	
Guinea	224	0.61	
Guinea Bissau	245	0.75	
Guyana	592	1.33	
Haiti	509	0.94	
Honduras	504	0.85	
Hong Kong	852	0.30	2.98
Hungary	36	0.50	2.38
Iceland	354	0.39	1.90
India	91	1.21	
Indonesia	62	0.61	3.38
Inmarsat (AOR)	871	7.43	
Inmarsat (IOR)	873	5.90	
Inmarsat (POR)	872	7.13	
Inmarsat (WAT)	874	7.12	
Iran	98	1.21	
Iraq	964	1.37	
Ireland	353	0.31	1.98
Iridium (6)		4.54	
Iridium (7)		4.54	
Israel	972	0.36	3.18
Italy	39	0.32	1.98
Ivory Coast	225	1.06	
Jamaica	876	0.79	
Japan	81	0.32	2.78
Japan, Tokyo		0.31	
Jordan	962	0.95	
Kazakhstan	7	0.63	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Kenya	254	1.04	
Kiribati	686	1.51	
Korea (North)	850	1.36	
Korea (South)	82	0.34	3.18
Kuwait	965	0.67	
Kyrgyzstan	7	0.69	
Laos	856	1.25	
Latvia	371	0.65	
Lebanon	961	0.78	
Lesotho	266	0.70	
Liberia	231	0.71	
Libya	218	0.66	
Liechtenstein	417	0.36	2.18
Lithuania	370	0.63	
Luxembourg	352	0.37	2.38
Macao	853	0.59	
Macedonia	389	0.66	
Madagascar	261	0.90	
Madeira			2.58
Malawi	265	0.56	
Malaysia	60	0.38	3.18
Maldives	960	1.16	
Mali Republic	223	0.91	
Malta	356	0.46	
Marshall Islands	692	0.89	3.60
Mauritania	222	0.79	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Mauritius	230	1.00	
Mayotte Island	269	0.70	
Micronesia	691	1.23	
Moldova	373	0.61	
Monaco	377	0.39	1.98
Mongolia	976	1.21	
Montserrat	664	1.08	
Morocco	212	0.79	
Mozambique	258	0.70	
Myanmar/Burma	95	1.20	
Nakhodka	7		
Namibia	264	0.58	
Nauru	674	1.04	
Nepal	977	1.25	
Netherlands	31	0.29	1.98
Nether. Antilles	599	0.54	2.38
Nevis Island	869	0.67	
New Caledonia	687	1.07	
New Zealand	64	0.32	3.38
Nicaragua	505	0.79	3.68
Niger	227	0.88	
Nigeria	234	1.33	
Niue Island	683	1.37	
Norfolk Island	672	1.14	
Norway	47	0.31	1.98
Oman	968	0.97	
Pakistan	92	1.18	
Palau Republic	680	0.62	
Panama	507	0.70	2.72

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
Papua New Guinea	675	0.63	
Paraguay	595	0.79	
Peru	51	0.61	
Philippines	63	0.53	2.98
Poland	48	0.48	2.58
Portugal	351	0.42	2.58
Qatar	974	1.15	
Reunion Island	262	0.62	
Romania	40	0.63	
Russia	7	0.52	
Rwanda	250	0.92	
Saipan	670	0.32	
Sakhalin	7		
San Marino	378	0.36	1.98
Sao Tome	239	1.47	
Saudi Arabia	966	1.03	
Senegal Republic	221	1.08	
Seychelles Island	248	1.06	
Sierra Leone	232	1.06	
Singapore	65	0.33	2.98
Slovakia	421	0.57	
Slovenia	386	0.55	
Solomon Islands	677	1.17	
Somalia	252	0.96	
South Africa	27	0.59	3.38
Spain	34	0.31	2.18
Sri Lanka	94	0.77	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
St Helena	290	0.98	
St Kitts	869	0.67	2.70
St Lucia	758	0.69	
St Pierre/Miquelon	508	0.39	
St Vincent/Grenadines	784	0.81	2.74
Sudan	249	0.72	
Suriname	597	1.14	
Svalbard			1.98
Swaziland	268	0.45	
Sweden	46	0.30	2.18
Switzerland	41	0.31	2.18
Syria	963	1.13	
Taiwan	886	0.38	2.78
Tajikistan	7	0.73	
Tanzania	255	0.83	
Tasmania			2.38
Thailand	66	0.67	3.38
Togo	228	1.26	
Tonga	676	1.34	
Trinidad/Tobago	868	0.84	2.78
Tunisia	216	0.71	
Turkey	90	0.58	2.98
Turkmenistan	7	0.69	
Turks/Caicos Isl	649	0.77	
Tuvalu	688	0.83	
Uganda	256	0.68	
Ukraine	380	0.51	

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3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.1 Usage Rates from United States to International Locations, (Cont'd.)

Country	Country Code	Rate Per Minute	
		Terminating	Originating
United Arab Emir	971	0.67	
United Kingdom	44	0.29	1.98
Uruguay	598	0.61	2.98
Uzbekistan	7	0.69	
Vanuatu	678	1.43	
Vatican City	396	0.35	1.98
Venezuela	58	0.60	2.58
Vietnam	84	1.52	
Wallis & Futuna	681	0.85	
Western Samoa	685	1.03	
Yemen Arab Rep	967	1.37	
Yugoslavia	381	0.57	
Zaire	243	0.90	
Zambia	260	0.75	
Zanzibar	259	2.33	
Zimbabwe	263	0.58	

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (Cont'd.)

3.6 International Services, (Cont'd.)

3.6.2 Calling Card Service, (Cont'd.)

.2 Usage Rates - Mexico

Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds.

Terminating

Band	Per Minute Rate	
	Off-Peak	Peak
Band 1	0.25	0.442575
Band 2	0.25	0.442575
Band 3	0.25	0.442575
Band 4	0.25	0.442575
Band 5	0.25	0.442575
Band 6	0.25	0.442575
Band 7	0.25	0.442575
Band 8	0.25	0.442575
Mexico City	0.25	0.442575

Originating

Rate Per Minute: \$3.18